

**UFCW LOCAL 1776 AND PARTICIPATING  
EMPLOYERS PENSION FUND**

AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2014

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## **PREAMBLE**

This is the Statement of the Pension Plan provisions as adopted by the Board of Trustees, effective January 1, 2014, except where otherwise noted. The Pension Plan is hereby amended to, among other things, incorporate the amendments which were made to the Plan by the Trustees since the Plan's last restatement and to include such mandatory changes as are required under IRS Rev Rul 2013-17 and IRS Notice 2014-19.

The Plan, as hereinafter set forth, shall apply only to a Participant who is credited with an Hour of Service by an Employer on or after January 1, 2014, unless otherwise stated. The rights and benefits, if any, of any Former Participant shall be determined in accordance with the provisions of the Plan in effect on the date his Covered Employment terminated.

## SECTION I Definitions

- 1.01** “**Accrued Benefit**” means the monthly benefit, payable in the form of a Single Life Annuity, commencing at Normal Retirement Age that has been earned by a Participant according to the benefit formula in effect at the date of termination of employment as determined under Section 4.01.
- 1.02** “**Act**” means the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time.
- 1.03** “**Actuarial Equivalent**” means, except as provided in Appendix A, any of the aggregate amounts, all equal in value, which are expected to be received under different forms of payment computed using the following mortality and interest rate assumptions:
- Pre and Post Retirement Table: 1984 Unisex Pension Mortality Table with no setback in age for Participants and no setback in age for Beneficiaries
- Pre and Post Retirement Interest Rate: 7.0% Compounded Annually
- In the event such assumptions are amended, the Actuarial Equivalent of a Participant’s Accrued Benefit on or after the date of change shall be determined as the greater of (1) the Actuarial Equivalent of the Participant's Accrued Benefit as of the date of change computed on the old basis, or (2) the Actuarial Equivalent of the Accrued Benefit computed on the new basis, except when such change is exempt from the provisions of Code Section 411(d)(6) pursuant to Reg. Sect 1.417(e)-1(d)(10) and other related regulations.
- 1.04** “**Affiliated Employer**” means any corporation which is included as a member of a group of controlled group of corporations (as defined in Code Section 414(b) which includes an Employer, any trade or businesses (whether or not incorporated) which is under common control (as defined in Code Section 414(c) with an Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes an Employer; and any other entity required to be aggregated with an Employer pursuant to regulations under Code Section 414(o).
- 1.05** “**Age**” means age at the Participant’s last birthday.
- 1.06** “**Annuity Starting Date**” means the first day of the first period for which an amount is payable as an annuity, or in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to such benefit.
- 1.07** “**Code**” means the Internal Revenue Code of 1986, as the same may be amended from time to time.

- 1.08 **"Covered Employment"** means employment with a Contributing Employer for which an Employee is directly or indirectly paid or entitled to payment by the Employer. Covered Employment includes both Credited Employment and Non-Credited Employment that is contiguous with Credited Employment.
- 1.09 **"Credited Employment"** means Covered Employment for which the Employer is required to make contributions to the Fund. Credited Employment shall be used to determine the amount of the benefit to which a Participant will be entitled upon retirement or death.
- 1.10 **"Non-Credited Employment"** means Covered Employment for which the Employer is not obligated to make contributions to the Fund. Non-Credited Employment shall also mean employment with an Affiliated Employer.
- 1.11 **"Effective Date"** of the Plan was October 9, 1967. The **"Effective Date"** of the provisions of this total Restatement of the Plan is January 1, 2002, except as otherwise stated.
- 1.12 **"Employee"** means any Employee of the Employer, on whose account an Employer is or has been required to make contributions into the Fund pursuant to a Collective Bargaining Agreement or participation agreement.
- 1.13 **"Employer"** or **"Contributing Employer"** means each Employer and/or collectively all Employers who are now or who hereafter become parties to a Collective Bargaining Agreement with the Union which among other things provides for contributions on the part of the Employer to the UFCW Local 1776 and Participating Employers Pension Fund Employer shall also include a signatory to any other agreement requiring contributions to this Fund, provided such signatory has been accepted as an Employer by the Trustees. An entity shall not be deemed an Employer simply because it is an Affiliated Employer.
- 1.14 **"Employer Contributions"** means the payment made or required to be made to the Fund by Contributing Employers.
- 1.15 **"Employment Commencement Date"** means the date on which an Employee first completes an Hour of Service for the Employer.
- 1.16 **"Fiduciary"** means a person who:
- (a) Exercises any discretionary authority or discretionary control respecting management of this Plan or exercises any authority or control respecting management or disposition of its assets, or
  - (b) Renders investment services for a fee or other compensation directly or indirectly, with respect to any monies or other property of this Plan, or has any authority or responsibility to do so, or
  - (c) Has any discretionary authority or discretionary responsibility in the administration of the Plan.

- 1.17 **“Former Participant”** means a person who has been a Participant, but has ceased to be a Participant for any reason.
- 1.18 **“Fund”** means the trust fund established under the Trust Agreement which holds the assets of the Plan, and to which the Employer Contributions are made, and from which benefits are paid.
- 1.19 **“Hour of Service”** means each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer, which hour will be credited to the Employee for the Year of Service in which the duties are performed, and each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence; provided, however, that no more than 501 Hours of Service shall be credited to an Employee on account of any single continuous period (whether or not such period occurs in a single computation period) during which the Employee performs no duties; and provided, further, that Hours of Service shall be calculated and credited hereunder pursuant to United States Department of Labor Regulation Sections 2530.200b-2(b) and 2530.200b-2(c), which are incorporated herein by this reference. Hour of Service shall include each hour of Qualified Military Service which must be counted for plan purposes in accordance with Code Section 414(u).

Hour of Service also shall include each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same hours of service shall not be credited under both this paragraph and the preceding paragraph but shall be credited to the Employee for the Year or Years of Service to which the award or agreement pertains rather than the Year of Service in which the award, agreement or payment is made.

Hours of Service will be credited for employment with other members of an affiliated service group, as defined in Code Section 414(m), or a controlled group, as defined in Code Section 414(b) or 414(c), of which the Employer is a member and any other entity which must be aggregated with the Employer in accordance with Code Section 414(o) and the regulations issued thereunder. Hours of Service shall be credited for any individual who is considered to be an employee for purposes of the Plan under Code Section 414(n) or 414(o) and the regulations issued thereunder.

Solely for purposes of determining whether a One Year Break in Service has occurred, a Participant who is on a “maternity or paternity leave of absence” shall be credited with the Hours of Service with which he normally would be credited but for the absence. In the event such hours cannot be determined, the Participant shall be credited with 8 Hours of Service per normal workday of absence; provided, however, that no more than 501 Hours of Service shall be credited for any single maternity or paternity leave of absence. Such Hours of Service shall be credited only in the Plan Year in which the maternity or

paternity leave of absence begins, if the crediting of such Hours of Service is necessary to prevent the occurrence of a One Year Break in Service, or in any other case, in the year immediately following the Plan Year in which the maternity or paternity leave begins. For purposes of this section “maternity or paternity leave of absence” shall mean an absence due to pregnancy, birth of a child, placement of a child with the Participant in connection with the adoption of such child, or caring for a child immediately following such birth or placement.

- 1.20** “**Normal Retirement Age**” means the later of Age 65 or the fifth anniversary of the date participation commenced. Participation before a Break in Service, disregarded under Section 3.04, shall not be counted.
- 1.21** “**Participant**” means any Employee who shall be eligible to participate in this Plan, pursuant to Section 2.01, and has not for any reason become ineligible to participate further in the Plan.
- 1.22** “**Pension Fund**” means the Plan set forth herein (including any trust forming a part hereof), as amended and supplemented from time to time, all of which shall be known as the UFCW Local 1776 and Participating Employers Pension Fund. Prior to this Restatement, the Pension Fund was known as the United Food and Commercial Workers Delaware Valley Pension Fund.
- 1.23** “**Pensioner**” means a Participant who has terminated his employment with a contributing Employer for reasons of retirement, and who has applied for and is receiving retirement benefits under the Plan.
- 1.24** “**Period of Service**” shall mean a twelve month period of employment and shall include any Period of Severance, as defined in Section 1.24, of less than twelve months but exclude any Period of Severance of twelve months or more. A partial Period of Service may be recognized as provided in Section 3.02 and Section 3.03.
- 1.25** “**Period of Severance**” means the period of time commencing on the Severance from Service Date and ending on the date on which the Employee again performs an Hour of Service.
- 1.26** “**Plan Year**” and “**Limitation Year**” mean each 12-month period beginning on January 1st.
- 1.27** “**Qualified Spouse**” means the spouse to whom the Participant was married on the date of the Participant’s death and had been married throughout the one year ending with the date of the Participant’s Annuity Starting Date or, if earlier, the date of death. A spouse is also a “Qualified Spouse” if the Participant and spouse became married within the year immediately preceding the Participant’s Annuity Starting Date and they were married for at least a year before his death. Effective June 26, 2013, a couple is married, regardless of gender, if their marriage occurred in a jurisdiction which recognized their marriage as legal, regardless of the current domicile of the parties.

- 1.28      **“Retirement Date”** means the date of actual retirement of a Participant which may be his Normal, Early, Rule of 90, Disability or Deferred Vested Retirement Date, whichever is applicable to him pursuant to Section V of the Plan.
- 1.29      **“Severance from Service Date”** means the earlier of the date on which an Employee quits, retires, is discharged or dies or the first anniversary of the first date of absence for any other reason such as vacation, holiday, sickness, disability, leave of absence or layoff.
- Solely for purposes of the preceding sentence, if an Employee leaves employment in a “qualified absence,” Severance from Service shall commence on the second anniversary of the first day of absence from work. As used herein, “qualified absence” with respect to an Employee shall mean the absence from employment with an Employer as the result of (i) the pregnancy of the Employee (ii) the birth or adoption of a child of the Employee, or (iii) the caring for such child immediately subsequent to the child's birth or adoption, if such Employee is the natural or adoptive parent of such child. The Trustees may require such information as it deems appropriate to confirm the reasons for any duration of any such absence.
- 1.30      **“Single Life Annuity”** means the monthly payment to the Pensioner, commencing as of his Annuity Starting Date and continuing thereafter during his lifetime and ending with the last payment due prior to his death.
- 1.31      **“Termination of Employment”** means termination of employment with a Contributing Employer, or termination of work in Covered Employment.
- 1.32      **“Total and Permanent Disability”** means a physical or mental condition of a Participant which the Trustees, on the basis of evidence satisfactory to them, finds to be a permanent condition which renders such Participant unfit to perform the duties of an Employee, as such duties shall be determined by the Trustees, and in respect of which such Participant is eligible for disability benefits under the Federal Social Security Act.
- 1.33      **“Trustees”** mean the Trustees provided for in the Agreement and Declaration of Trust which are responsible for the administration of the Plan. The Trustees shall serve as the named Fiduciary as required by the Act and shall be responsible for the management of the Plan operation and its administration.
- 1.34      **“Trust Agreement”** means the Agreement and Declaration of Trust made and entered into as of October 19, 1967 in the City of Philadelphia, State of Pennsylvania by and between UFCW Local 1776, Employers and Trustees and any counterpart entered into or as that instrument may from time to time be amended.
- 1.35      **“Union”** means Local No. 1776 of the United Food and Commercial Workers’ Union.
- 1.36      **“Vested Benefit”** means a nonforfeitable benefit provided in the Plan.



## **SECTION II Participation**

### **2.01 Commencement of Participation**

- (a) With respect to each Employee who is covered by the collective bargaining agreement, participation in the Plan will commence as of the date on which the Employee becomes subject to the collective bargaining agreement and an Employer thereby becomes obligated to make contributions to the Fund on his behalf.
  
- (b) With respect to each Employee who is not covered by the collective bargaining agreement, participation in the Plan will commence as of the first day of the month coincident with or next following the Employee's completion of 30 days of employment.

### **2.02 Continuation**

Participation in the Plan will continue until the Participant's years of Credited Service are canceled by operation of the Break-in-Service rule pursuant to Section 3.04, or until the date of death prior to retirement, or until the date of retirement, whichever first occurs.

### **2.03 Re-Employment**

Any Former Participant who is reemployed by an Employer shall resume his participation immediately upon his reemployment as an Employee.

## **SECTION III Credited Service**

### **3.01 Credited Service**

For purposes of determining a Participant's eligibility for Normal, Early, Rule of 90, Disability and Deferred Vested Retirement Benefits, Credited Service shall include:

- (a) Period of Service in Credited Employment,
- (b) Periods of Service in Non-Credited Employment when the Employee moves from Non-Credited Employment to Credited Employment with the same Employer, and
- (c) Periods of Service in Non-Credited Employment when the Employee moves from Credited Employment to Non-Credited Employment with the same Employer.

### **3.02 Periods of Credited Past Service**

An Employee who is in the employ of, or on the seniority list of, an employer as of the date on which such employer becomes a Contributing Employer, as defined in Section 1.13, shall be credited with Periods of Credited Past Service, in accordance with uniform and consistent administrative policies applied by the Trustees, for Periods of Service completed prior to such date; provided, however, that benefits accrued by the Employee under this Plan as a result of such Credited Past Service shall be forfeitable on account of the cessation of contributions by that Employee's Contributing Employer. Partial Periods of Credited Service shall be computed to the nearest half-Period.

### **3.03 Periods of Credited Future Service**

An Employee shall be credited with a Period of Credited Future Service for each Period of Service in Covered Employment completed from and after the later of (a) the date on which his employer became a Contributing Employer, as defined in Section 1.13, or (b) his Employment Commencement Date. Fractional Periods of Service shall be credited based on days or months of service, in accordance with uniform and consistent administrative policies applied by the Trustees; provided, however, that a Participant shall be credited with one Period of Service for his final period of employment, if he is credited with at least 1,000 Hours of Service during the Plan Year in which his Severance from Service Date occurs.

### **3.04 Break-in-Service**

- (a) Two periods of Credited Future Service separated by a Period of Severance shall be aggregated if
  - (1) the Participant is entitled to a Vested Benefit; or

- (2) the earlier period of Credited Service is longer than the Period of Severance; or
  - (3) the Period of Severance is less than five years.
- (b) If two periods of Credited Future Service are not aggregated under (a) above, the prior period of Credited Future Service shall be cancelled.

**3.05 Reciprocity with Other Plans**

The Trustees recognize that one or more other pension plans have executed, or in the future may execute, reciprocal agreement(s) to which this Plan is or shall be a party. Employment credited to this Plan under a reciprocal agreement shall be recognized under this Plan for purposes of Credited Service.

**3.06 Military Service**

Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

**3.07 Special Rules Relating to Military Service:**

- (a) Effective for deaths occurring on or after January 1, 2007, to the extent required under Code Section 401(a)(37), the survivors of a Participant who dies while performing qualified military service as defined in Code Section 414(u) shall be eligible for any additional benefits (other than accruals relating to such qualified military service) that would have been provided under the Plan if the Participant had resumed employment under the circumstances described in Code Section 414(u)(8) and immediately thereafter terminated employment due to death.
- (b) Effective for Plan Years beginning on or after January 1, 2009, to the extent required by Code Section 414(u)(12) and the regulations and other guidance issued thereunder, an individual receiving differential pay (within the meaning of Code Section 3401(h)(2)) from a Contributing Employer shall be treated as an Employee and the differential wage payments shall be treated as Compensation.

## SECTION IV Benefits

### 4.01 Normal Retirement Benefits

- (a) Unless otherwise indicated, below, with respect to any Participant who earns an Hour of Service on or after January 1, 2014, the monthly amount of a Participant's Normal Retirement Benefit in the form of a Single Life Annuity shall be equal to the sum of (1), (2), (3), (4), and (5):
  - (1) 4.00% of aggregate Employer Contributions made on behalf of the Participant on or after January 1, 2012, plus
  - (2) 4.00% of aggregate Employer Contributions made on behalf of the Participant on or after January 1, 2011 and on or before December 31, 2011, plus
  - (3) 4.00% of aggregate Employer Contributions made on behalf of the Participant on or after January 1, 2009, and on or before December 31, 2010, plus
  - (4) 4.50% of aggregate Employer Contributions made on behalf of the Participant prior to January 1, 2009, if any, plus
  - (5) \$4.50 per month for each year of Credited Past Service, if any.
- (b) Notwithstanding the provisions of Section 4.01(a), with respect to any Participant employed by Health Care Strategies, Inc., Collins Family Market, R&R Family Markets, Colligas Family Markets, ShopRite Aramingo, or Brown's ShopRite, the monthly amount of a Participant's Normal Retirement Benefit in the form of a Single Life Annuity shall be equal to the sum of (1), (2), and (3)
  - (1) the benefit formula described in Section 4.01(a)(3),(4) and (5) plus
  - (2) 3.34% of aggregate Employer Contributions made on behalf of the Participant on or after January 1, 2011 and on or before December 31, 2011, plus
  - (3) 3.00% of aggregate Employer Contributions made on behalf of the Participant on or after January 1, 2012.
- (c) Notwithstanding the provisions of Section 4.01(a), with respect to any Participant employed by SMS/RXDN and Village Pennbrook, the monthly amount of a Participant's Normal Retirement Benefit in the form of a Single Life Annuity shall be equal to the sum of (1), (2), (3) and (4):
  - (1) the benefit formula described in Sections 4.01(a)(2), (3), (4) and (5) plus
  - (2) 3.67% of aggregate Employer Contributions made on behalf of the Participant on or after January 1, 2012 and on or before December 31, 2012, plus

- (3) 3.34% of aggregate Employer Contributions made on behalf of the Participant on or after January 1, 2013 and on or before December 31, 2013, plus
  - (4) 3.00% of aggregate Employer Contributions made on behalf of the Participant on or after January 1, 2014.
- (d) Notwithstanding the provisions of Section 4.01(a), with respect to any Participant employed by Global Spectrum at Liacouras Center, the monthly amount of a Participant's Normal Retirement Benefit in the form of a Single Life Annuity shall be equal to the sum of (1), (2), (3) and (4):
- (1) the benefit formula described in Section 4.01(a), plus
  - (2) 3.67% of aggregate Employer Contributions made on behalf of the Participant on or after June 1, 2012 and on or before May 31, 2013, plus
  - (3) 3.34% of aggregate Employer Contributions made on behalf of the Participant on or after June 1, 2013 and on or before May 31, 2014, plus
  - (4) 3.00% of aggregate Employer Contributions made on behalf of the Participant on or after June 1, 2014.
- (e) Notwithstanding the provisions of Section 4.01(a), with respect to any Participant employed by PEBTF and Sermac, the monthly amount of a Participant's Normal Retirement Benefit in the form of a Single Life Annuity shall be equal to the sum of (1), (2), (3) and (4):
- (1) the benefit formula described in Section 4.01(a), plus
  - (2) 3.67% of aggregate Employer Contributions made on behalf of the Participant on or after January 1, 2013 and on or before December 31, 2013, plus
  - (3) 3.34% of aggregate Employer Contributions made on behalf of the Participant on or after January 1, 2014 and on or before December 31, 2014, plus
  - (4) 3.00% of the aggregate Employer Contributions made on behalf of the Participant on or after January 1, 2015.
- (f) Notwithstanding the provisions of Section 4.01(a), with respect to any Participant employed by the Borough of Dunmore and Shop Rite of Liberty and Monticello, the monthly amount of a Participant's Normal Retirement Benefit in the form of a Single Life Annuity shall be equal to the sum of (1) and (2):
- (1) 4.00% of aggregate Employer Contributions made on behalf of the Participants for work performed on and after December 23, 2008 for Participants employed by the Borough of Dunmore, and for work performed on and after December 19, 2008 for Participants employed by Shop Rite of Liberty and Monticello, and on or before December 31, 2014 plus

- (2) 3.00% of the aggregate Employer Contributions made on behalf of the Participant on or after January 1, 2015.
- (g) With respect to any Participant or Former Participant who is not in pay status on January 1, 2000, the monthly amount of a Participant's Normal Retirement Benefit in the form of a Single Life Annuity shall be equal to the sum of (1) and (2):
  - (1) 4.50% of aggregate Employer Contributions made on behalf of the Participant, plus
  - (2) \$4.50 per month for each year of Credited Past Service, if any.
- (h) With respect to any Participant or Former Participant who is in pay status on or prior to January 1, 2000, the monthly amount of a Participant's Normal Retirement Benefit in the form of a Single Life Annuity shall be equal to the sum of (1) and (2):
  - (1) Credited Past Service – the sum of:
    - (A) \$4.00 per month for each year of Credited Past Service earned after December 31, 1985, plus
    - (B) \$4.40 per month for each year of Credited Past Service earned before January 1, 1985.
  - (2) Credited Future Service – the sum of (A) and (B) below:
    - (A) For Credited Future Service earned before January 1, 1994, the sum of:
      - (i) 4.40% of aggregate Employer Contributions earned prior to January 1, 1986, plus
      - (ii) 4.00% of aggregate Employer Contributions earned after December 31, 1985.
    - (B) For Credited Future Service earned after December 31, 1993:
      - (i) 4.00% of Employer Contributions made on behalf of each Participant who is designated by the Trustees as a member of Class A, or
      - (ii) 4.50% of Employer Contributions made on behalf of each Participant who is designated by the Trustees as a member of Class B.

In no event shall any Participant's Accrued Benefit be less than the amount he earned as of the date immediately prior to the date each of the above formula changes went into effect.

#### **4.02 Employer Contributions**

Effective April 1, 1997, Employer Contributions due on behalf of a Participant but temporarily suspended, with the approval of the Trustees, pursuant to a collective bargaining agreement between the Union and an Employer (the "contribution holiday" period) shall continue to be credited for purposes of

calculating the Participant's Accrued Benefit. In the event the Employer continues to make Employer Contributions on behalf of a Participant during the contribution holiday period, affected Participants shall be credited with the sum of the actual Employer Contributions made, plus the amount that would have been credited under the preceding sentence as if Employer Contributions had not been made.

#### **4.03 Benefit Increases for Certain Participants**

- (a) The Accrued Benefit as of December 31, 1995, for each Participant on whose behalf an Employer was obligated to make Employer Contributions on January 1, 1996, shall be increased by 25%.
- (b) The Accrued Benefit as of December 31, 1995, for each Participant:
  - (1) on whose behalf an Employer was obligated to make Employer Contributions prior to January 1, 1996, and
  - (2) who had a Termination of Employment prior to January 1, 1996,shall be increased by 25% after such Participant has been credited with two additional years of Credited Future Service after January 1, 1996.

#### **4.04 Minimum Benefit**

- (a) Except as provided in Section 4.06, the monthly amount of the Normal Retirement Benefit on a Single Life Annuity basis for a Participant who (1) has at least one year of Credited Future Service after December 31, 1985 or (2) was entitled to benefits under Section V and applied prior to January 1, 1994, shall not be less than \$75. This amount shall be subject to all actuarial adjustments otherwise applicable, including, but not limited to, reduction for Early Retirement and for a joint and survivor annuity.
- (b) Except as provided in Section 4.05, the monthly amount of the Normal Retirement Benefit on a Single Life Annuity basis for a Participant who (i) completes at least one Hour of Service after June 1, 1998, and (ii) who has completed five Periods of Credited Service so as to be entitled to a Deferred Vested Benefit in accordance with Section 5.06, without regard to any Credited Service recognized pursuant to Section 3.05, shall not be less than \$100. This minimum benefit shall be subject to all actuarial adjustments otherwise applicable, including, but not limited to, reduction for Early Retirement and for a joint and survivor annuity or other optional form of benefit.

#### **4.05 Increase to Pensioners and Others**

- (a) Effective June 1, 1993, the monthly benefit of (1) each Pensioner (or beneficiary, if applicable) who was then receiving monthly retirement benefits and (2) all Terminated Vesteds as of June 1, 1993, shall be increased by ten dollars (\$10.00) per month; provided, however, that this increase shall not cause any monthly retirement benefit to exceed \$75.00.
- (b) Effective January 1, 1996, each Pensioner (or beneficiary, if applicable) who was then receiving monthly pension benefits shall continue to receive

pension benefits in accordance with the terms and conditions of the Plan in effect to him individually on December 31, 1995; provided, however, retirement benefits to each such Pensioner (or beneficiary) shall be increased 25% over the amount payable on December 31, 1995. This increase shall not apply to any Pensioner or beneficiary of a Participant who was employed by an Employer who was a police department or a fire department.

- (c) Effective June 1, 1998, each Pensioner (or beneficiary, if applicable) who was then receiving a monthly pension benefit of less than \$100 shall receive an increase of such an amount so as to increase the monthly pension benefit to at least \$100.
- (d) Effective January 1, 2000, the monthly benefit paid to each Pensioner (or beneficiary, if applicable) shall be increased by 10% of the amount payable on December 31, 1999, except that such monthly benefit may be increased by an amount in excess of 10% if such additional amount is needed to provide each Pensioner (or beneficiary, if applicable) with a minimum monthly benefit equal to \$100.

#### **4.06 Special Provisions Regarding Pension Amounts**

Notwithstanding any other provisions to the contrary (including, but not limited to, Section 4.01 and 4.04), the following limitations on the accrual of benefits shall apply:

- (a) Participant shall receive no benefit accrual for years of Credited Past Service with Keppel's Market;
- (b) the minimum pension provisions contained in Section 4.04 shall not apply to any Participant who does not have at least two years of Credited Future Service with an Employer or Employers other than Keppel's Market and Columbia Footwear; and
- (c) in determining the monthly amount of a Participant's Normal Retirement Benefit on a Single Life Annuity basis, a Participant shall be credited with one (\$1.00) dollar for each year of Credited Past Service with Columbia Footwear (provided the Participant has at least two years of Credited Future Service in effect at the time of retirement).

Subsection (b) shall only apply to a Participant who has one Hour of Service with Columbia Footwear on or after October 1, 1999.

#### **4.07 Transferred Benefits**

In the case where the Trustees have accepted the transfer of the assets and liabilities from another plan with respect to Participants who have accrued benefits under a prior plan and which accrued benefits were transferred to this Plan, the special provisions relating to such transfer, including a description of any benefits which are protected under Code Section 411(d)(6), shall be provided in Appendices to this Plan.



## **SECTION V**

### **Retirement Eligibility**

#### **5.01 Normal Retirement**

Each Participant who retires from the employ of an Employer on the first day of the calendar month coincident with or next following his Normal Retirement Age shall be entitled to receive the benefit provided in Section 6.01. Each Participant shall have a non-forfeitable right to his Accrued Benefit as of his Normal Retirement Age.

#### **5.02 Early Retirement**

- (a) Each Participant who retires from the employ of an Employer prior to his Normal Retirement Date but on or after attaining Age fifty-five (55), provided he has completed at least ten (10) years of Credited Service, at least two of which are Credited Future Service, shall be entitled to receive the benefit provided in Section 6.02. For an individual who was a Participant prior to January 1, 2000, the Age requirement shall be sixty-two (62).
- (b) Each Participant who desires to retire at a date earlier than his Normal Retirement Date, in accordance with Section 5.02(a), shall notify the Trustees by written notice setting forth his retirement date; such notice to be given no less than sixty (60) days prior to such Participant's Early Retirement Date.

#### **5.03 Late Retirement**

A Participant who remains in the employ of the Employer after his Normal Retirement Date may continue to be a Participant in the Plan until his actual Retirement date ("Late Retirement Date"). The Participant must elect in writing filed with the Trustees to receive benefits first payable for a later month, provided that no such election filed on or after January 1, 1988, may postpone the commencement of benefits to a date no later than April 1 following the calendar year in which the Participant reaches Age 70½. A Participant will be deemed to be retired as of the first day of any calendar month after he attains his Normal Retirement Date during which he performs services for the Employer and/or receives payment for vacation, holiday, illness, incapacity during disability, layoff, jury duty, military duty or leave of absence for fewer than 40 Hours of Employment.

#### **5.04 Rule of 90 Retirement**

Effective January 1, 1996, if the sum of an active Participant's attained Age and years of Credited Past Service and Credited Future Service equals or exceeds 90, the Participant shall be entitled to receive the benefit provided in Section 6.06.

**5.05 Disability Retirement**

- (a) If a Participant suffers Total and Permanent Disability, he shall be eligible to receive the benefits provided for in Section 6.04, provided that he:
  - (1) has completed at least ten (10) Years of Credited Service, at least two of which are Credited Future Service, and
  - (2) was an active Participant in Covered Employment at any time during the twelve-month period immediately preceding the date he suffered a Total and Permanent Disability.
- (b) A Participant's rights to benefits pursuant to this Section 5.05 shall terminate if, prior to his Normal Retirement Date, the Participant (1) is reemployed by the Employer, (2) engages in any substantial, gainful activity, except for such employment as is found by the Trustees to be for the primary purpose of rehabilitation or not incompatible with a finding of Total and Permanent Disability, (3) has sufficiently recovered, in the opinion of the Trustees based on medical examination by a qualified physician appointed by the Trustees, to be able to engage in regular employment with the Employer or refuses to undergo any medical examination requested by the Trustees; provided that a medical examination shall not be required more frequently than twice in any calendar year prior to his 65th birthday, or (4) no longer meets the qualification set forth in this Section 5.05. If entitlement to a benefit ceases in accordance with the provisions of this paragraph, such Participant shall not be prevented from qualifying for benefits under another Section of the Plan based on his Years of Credited Service prior to his Disability Retirement Date.

**5.06 Deferred Vested Retirement**

A Participant who completes one Hour of Service on or after September 1, 1997, shall become vested and entitled to a Deferred Vested Retirement Pension, as provided in Section 6.05, in accordance with the following schedule:

<u>Periods of Credited Service</u>	<u>Vested Portion</u>
Less than 5 Periods completed	0%
5 years or more Periods completed	100%

provided, however, that for purposes of vesting, no more than three Periods of Credited Past Service shall be counted.

Notwithstanding the foregoing, an individual who was a participant in the United Food and Commercial Workers Pension Plan of Northeastern Pennsylvania and who became a Participant in this Plan effective on December 23, 2008 for work performed for the Borough of Dunmore and effective on December 19, 2008 for work performed for ShopRiteBig V, shall be credited under this Plan with the vesting service he earned while he participated in the United Food and Commercial Workers Pension Plan of Northeastern Pennsylvania, provided he became a Participant in this Plan.

## 5.07 Suspension of Benefits

- (a) (1) Before Normal Retirement Age - the payment of any monthly Early Retirement Benefit or Rule of 90 Retirement Benefit to a Pensioner shall be suspended for any calendar month in which he is employed in Disqualifying Employment before he has attained Normal Retirement Age. For purposes of this section, "Disqualifying Employment," for the period before Normal Retirement Age is employment in the retail food industry (including employment by the Union or the Pension Fund) in the geographic area covered by the Plan. For periods prior to January 1, 2000, "Disqualifying Employment" means employment with a Contributing Employer.
- (2) After Normal Retirement Age - the payment of any monthly benefit to a Pensioner shall be suspended for any calendar month in which he completed 40 or more Hours of Service in Totally Disqualifying Employment. "Totally Disqualifying Employment" means employment or self-employment that is (A) in the retail food industry, (B) in the geographic area covered by the Plan when the Participant's pension commenced and (C) in any occupation in which the Participant worked under the Plan. For periods prior to January 1, 2000, "Totally Disqualifying Employment" means employment with a Contributing Employer.
- (b) (1) The Plan shall inform a Pensioner of any suspension of his benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits were withheld. Such notice shall include a description of the specific reasons for the suspension, copy of the relevant provisions of the Plan, reference to the applicable regulations of the U.S. Department of Labor, and a statement of the procedure for securing a review of the suspension. In addition, the notice shall describe the procedure for the Pensioner to notify the Plan when his reemployment ends. If the Plan intends to recover prior overpayments by offset under subsection (c)(2), the suspension notice shall explain the offset procedure and identify the amount expected to be recovered, and the periods of employment to which they relate.
- (2) A Pensioner who returns to work in Covered Employment is required to give notice to the Board of Trustees within ten days following the date he returns to work in Covered Employment.
- (3) A Pensioner may request a determination of whether specific contemplated employment will be considered as service for the purpose of this Plan provision concerning suspension of benefits.
- (4) A Pensioner whose pension has been suspended shall notify the Plan when he re-retires. The Trustees shall have the right to hold back benefit payments until such notice is filed with the Plan.
- (c) (1) Benefits shall be resumed for months after the last month for which benefits were suspended, with payments beginning no later than the third month after the last calendar month for which the Participant's

benefit was suspended, provided the Participant has complied with the notification requirements of paragraph of (b)(2) above.

- (2) Overpayments attributable to payments made for any month for which the Participant had Disqualifying Employment shall be deducted from pension payments otherwise paid or payable subsequent to the period of suspension. A deduction from a monthly benefit for a month after the Participant attained Normal Retirement Age shall not exceed twenty-five percent (25%) of the pension amount (before reduction), except for the first pension payment made upon resumption after a suspension. If a Pensioner dies before recoupment of overpayments has been completed, deductions shall be made from the pension payments paid to the Qualified Spouse, subject to the twenty-five percent (25%) limitation on the rate of deduction.
- (d) If a Participant's benefits are suspended prior to Normal Retirement Age, the monthly amount of pension which resumes after suspension shall be recalculated to produce a benefit equivalent to the actuarial value of the benefit payable if the Participant retired at the his Normal Retirement Age.
- (e) A Pensioner who returns to Covered Employment for an insufficient period of time to complete a year of Credited Future Service shall not, on subsequent termination of employment, be entitled to recomputation of pension amount based on the additional service.
- (f) If a Pensioner who returns to Covered Employment completes a year of Credited Future Service he shall, upon his subsequent retirement, be entitled to a recomputation of his pension amount, based on any additional Covered Employment.
- (g) A joint and survivor annuity in effect immediately prior to suspension of benefits shall remain effective if the Pensioner's death occurs while his benefits are in suspension. If a Pensioner has returned to Covered Employment, he shall not be entitled to a new election as to a different option provided by the Plan.
- (h) No benefits will be suspended under this Section for months starting on and after the April 1 following the calendar year in which a Participant attains age 70½.

## **SECTION VI**

### **Retirement Benefit Amounts**

#### **6.01 Normal Retirement Pension**

Upon retirement at his Normal Retirement Date, a Participant shall be entitled to receive a monthly benefit, in the form provided in Section 7.01, commencing at his Annuity Starting Date, in an amount equal to the benefit provided in Section 4.01. At such time the Trustees shall take any necessary action so that the Participant shall receive such benefit.

#### **6.02 Early Retirement Pension**

A Participant who elects to retire on his Early Retirement Date shall be entitled to receive a monthly benefit, commencing at his Annuity Starting Date, payable in the form of a Single Life Annuity in an amount equal to his Accrued Benefit reduced by one half of one percent ( $\frac{1}{2}\%$ ) for each month by which the actual commencement of the pension precedes the Participant's Normal Retirement Age.

#### **6.03 Late Retirement Pension**

A Participant who remains in the employ of the Employer beyond his Normal Retirement Date shall be entitled to receive a monthly benefit, commencing at his Annuity Starting Date, payable in the form of a Single Life Annuity and in an amount equal to his Accrued Benefit computed at his Late Retirement Date.

#### **6.04 Disability Retirement Pension**

A Participant who retires due to a Total and Permanent Disability shall be entitled to receive a monthly benefit, commencing at his Annuity Starting Date, payable in the form of a Single Life Annuity and in an amount equal to his Accrued Benefit computed at his Disability Retirement Date.

#### **6.05 Deferred Vested Retirement Pension**

A Participant who is eligible for a Deferred Vested Retirement Pension shall receive a monthly benefit payable in the form of a Single Life Annuity and in an amount equal to his Accrued Benefit computed as of his Termination of Employment. Benefit payments shall commence on his Normal Retirement Date. Alternatively, a Participant, who, at the time of his Termination of Employment, has satisfied the Credited Service requirement of an Early Retirement Pension but who terminated employment before his attainment of Age 55 (Age 62, prior to January 1, 2000), may elect upon his attainment of Age 55 (Age 62, prior to January 1, 2000) to receive payment of his benefits, reduced in accordance with Section 6.02, on or after the date he would be eligible for an Early Retirement Pension but prior to his Normal Retirement Date.

## **6.06 Rule of 90 Retirement Pension**

A Participant who is eligible for a Rule of 90 Retirement Pension shall be entitled to receive a monthly benefit, commencing at his Annuity Starting Date, payable in the form of a Single Life Annuity and in an amount equal to his Accrued Benefit computed at his retirement date, but without any reduction for commencement prior to the Participant's Normal Retirement Age.

If a Participant is eligible for a Rule of 90 Retirement Pension, he shall be entitled to receive up to 30% (in increments of 5%) of his Accrued Benefit in the form of a single sum payment, subject to the consent of the Participant's spouse, if any, as provided in Section 7.01. Such single sum payment shall be calculated in accordance with the factors set forth in Appendix A.

## **6.07 Time of Payment of Benefits**

- (a) Payment of benefits must begin no later than sixty (60) days after the close of the Plan Year in which the latest of the following events occurs:
  - (1) the attainment of Normal Retirement Age;
  - (2) the termination of a Participant's service with the Employer, or
  - (3) the tenth (10th) anniversary of the date on which the Employee commenced participation in the Plan.
- (b) If the Participant so elects, payment of benefits shall begin on the date elected by the Participant. The election shall be made in writing, signed by the Participant and submitted to the Trustees, and shall describe the date on which payments are to begin.
- (c) Notwithstanding the above, the distribution of benefits shall begin no later than the April 1 of the year following the calendar year in which a Participant attains age 70½.

## **6.08 Direct Rollovers**

- (a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section 6.08, a distributee may elect, at the time and manner prescribed by the Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- (b) An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:
  - (1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more;

- (2) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and
- (3) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer securities).

Notwithstanding the foregoing, any distribution made to a non-Spouse Beneficiary on or after January 1, 2009, that satisfies the conditions described herein shall be an eligible rollover distribution only for the purposes of Code Section 402(c).

An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, or a qualified trust described in Section 401(a) of the Code that accepts the distributee's eligible rollover distribution. An eligible retirement plan shall also mean an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code.

Effective for distributions made on or after January 1, 2009, a distributee may elect to have all or a portion of an eligible rollover distribution rolled over to a Roth IRA described in Code Section 408A. However, for distributions made prior to January 1, 2010, the distributee shall not be eligible to make the rollover contribution to a Roth IRA if the distributee's modified adjusted gross income exceeds \$100,000 or the distributee is a married individual filing a separate federal tax return.

Effective for distributions made on or after January 1, 2009, a distributee who is a non-Spouse Beneficiary may elect to have all or a portion of such distributee's eligible rollover distribution paid directly in a trustee-to-trustee transfer to an individual retirement account or annuity described in Code Sections 408(a) or (b) which is treated as an inherited individual retirement account or annuity pursuant to the provisions of Code Section 402(c)(11).

A distributee includes a Participant or Former Participant. In addition, the Participant or Former Participant's surviving spouse and the Participant or Former Participant's spouse or former spouse who is the alternate payee under the qualified domestic relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse. Effective for eligible rollover distributions made on or after January 1, 2009, the Participant's or former Participant's non-spouse Beneficiary is a distributee with regard to the interest of the non-spouse Beneficiary.

A direct rollover is a payment by the Fund to an eligible retirement plan specified by the distributee.

## **6.09 Small Benefits Cashouts**

Notwithstanding any other provision of this Plan, if the actuarial present value of a benefit payable under the Plan is \$5,000 (\$3,500 prior to January 1, 1998) or less such benefit shall be paid in a single sum as soon as is practical after the Participant's Termination of Employment. For this purpose, actuarial present value shall be calculated by using the factors defined in Appendix A.

If a Participant has received a single sum payment of his benefits pursuant to this Plan, upon re-employment, all Credited Service and Employer Contributions used to compute his retirement benefits prior to his distribution shall be disregarded. His subsequent retirement benefit shall be based upon his subsequent Credited Service and the cumulative Employer Contributions made on his behalf from the date of his re-employment in accordance with Section 4.01.

Notwithstanding the foregoing, the Plan shall not make payments pursuant to this Section effective with payments having Annuity Starting Dates on or after June 1, 2003.



## SECTION VII Form and Payment of Benefits

### 7.01 Normal and Optional Forms of Benefit

- (a) Unless otherwise elected as provided below, a Participant who is married on the Annuity Starting Date and who does not die before the Annuity Starting Date shall receive his benefits in the form of a 50% joint and survivor annuity which is the Actuarial Equivalent of a Single Life Annuity. Such 50% joint and survivor annuity benefits, following the Participant's death, shall continue to the Qualified Spouse during the Qualified Spouse's lifetime at a rate equal to 50% of the rate at which such benefits were payable to the Participant. An unmarried Participant shall receive his benefit in the form of a Single Life Annuity. The monthly amount of the pension benefit, once it has become payable, shall not be increased if the Qualified Spouse is subsequently divorced from the Pensioner. If the Qualified Spouse predeceases the Pensioner, the monthly amount paid to the Pensioner shall be increased to the unreduced monthly amount of the pension which would have been payable to the Pensioner had he elected a Single Life Annuity; provided that no such increase shall occur until the Pensioner submits a written application for such increase and proof of the Qualified Spouse's death to the Trustees. The effective date of any such increase shall be the first day of the month following the month in which the Qualified Spouse dies.
- (b) A Participant shall be entitled to receive his benefit in any one of the following forms which are the Actuarial Equivalent of the Single Life Annuity provided in Section 7.01(a):
- (1) An annuity for his life with 120 monthly payments guaranteed;
  - (2) A 100% joint and survivor annuity -- such 100% joint and survivor annuity benefits, following the Participant's death, shall continue to the Qualified Spouse during the Qualified Spouse's lifetime at a rate equal to 100% of the rate at which such benefits were payable to the Participant. The monthly amount of the pension benefit, once it has become payable, shall not be increased if the Qualified Spouse is subsequently divorced from the Pensioner. If the Qualified Spouse predeceases the Pensioner, the monthly amount paid to the Pensioner shall be increased to the unreduced monthly amount of the pension which would have been payable to the Pensioner had he elected a Single Life Annuity; provided that no such increase shall occur until the Pensioner submits a written application for such increase and proof of the spouse's death to the Trustees. The effective date of any such increase shall be the first day of the month following the month in which the spouse dies.
  - (3) Level income option for a Participant entitled to receive an Early Retirement Pension or a Rule of 90 Retirement Pension. In accordance with this payment form, the payment amount otherwise payable to the Participant shall be adjusted so as to anticipate to the extent feasible his

Primary Social Security Benefit and thus provide a higher amount of benefit prior to the Participant's 62nd or 65th birthday and a lower amount thereafter in order to approximate a level of income over his years of retirement inclusive with the estimated Primary Social Security Benefit. This option may be based upon Social Security commencing at the Participant's 62nd or 65th birthday. For a pension payable in this option, the following table shall determine the earlier increased amount of the pension. Months as well as years of attained Age shall be taken into account; the value of each month in excess of an attained year shall be interpolated from the table.

Increase in Pension until Age 62 or 65 for each \$10 a month by which the Pension is to be reduced thereafter:

Pensioner's Age on Effective Date	Increase for each \$10 reduction	
	Age 62	Age 65
48	\$2.75	\$1.99
49	2.99	2.16
50	3.25	2.35
51	3.54	2.56
52	3.86	2.79
53	4.22	3.05
54	4.61	3.33
55	5.05	3.65
56	5.54	4.00
57	6.09	4.40
58	6.70	4.84
59	7.38	5.33
60	8.15	5.89
61	9.02	6.52
62	--	7.23
63	--	8.03
64	--	8.95

If the reduced amount payable after the expected commencement of Social Security benefits is not at least fifty dollars (\$50), a default benefit will be calculated such that the reduced benefit is exactly equal to fifty dollars (\$50).

Once a pension under a level income option commences, the date and amount of reduction are fixed and may not be altered regardless of actual receipt or amount of Social Security benefit.

- (4) A married Participant entitled to receive an Early Retirement Pension or Rule of 90 Retirement Pension may elect to receive payment in the form of the level income option and 50% joint and survivor annuity. In accordance with this payment form, the pension amount otherwise payable to the Participant shall be adjusted on the basis of Actuarial Equivalence so as to anticipate to the extent feasible his Primary Social Security Benefit and thus provide a higher amount of benefit prior to the Participant's 62nd or

65th birthday, and a lower amount thereafter in order to approximate a level income over his years of retirement inclusive with the estimated Primary Social Security Benefit. Upon the death of the Participant, his Qualified Spouse shall receive for her lifetime, a monthly benefit equal to 50% of the Pension the Participant was entitled to receive prior to the actuarial adjustment for the level income option [see Section 7.01(b)(3)]. Under this Option, the amount payable to the Participant shall be the sum of (A) and (B) below:

- (A) The Actuarial Equivalent of the Pension benefit which would be paid as a Single Life Annuity, with the benefit payable to the Qualified Spouse being 50% of that payable to the Participant during their joint lives; plus
- (B) An amount based on Social Security at the Participant's 62nd or 65th birthday in accordance with the table contained in Section 7.01(b)(3).

If the reduced amount payable after the expected commencement of Social Security benefits is not at least fifty dollars (\$50), a default benefit will be calculated such that the reduced benefit is exactly equal to fifty dollars (\$50).

Once a pension under a level income option and 50% joint and survivor annuity commences, the date and amount of reduction are fixed and may not be altered regardless of actual receipt or amount of Social Security benefit.

- (5) A 75% joint and survivor annuity -- such 75% joint and survivor annuity benefits, following the Participant's death, shall continue to the Qualified Spouse during the Qualified Spouse's lifetime at a rate equal to 75% of the rate at which such benefits were payable to the Participant. The monthly amount of the pension benefit, once it has become payable, shall not be increased if the Qualified Spouse is subsequently divorced from the Pensioner. If the Qualified Spouse predeceases the Pensioner, the monthly amount paid to the Pensioner shall be increased to the unreduced monthly amount of the pension which would have been payable to the Pensioner had he elected a Single Life Annuity; provided that no such increase shall occur until the Pensioner submits a written application for such increase and proof of the Spouse's death to the Trustees. The effective date of any such increase shall be the first day of the month following the month in which the Spouse dies.
- (c) Any election to waive the 50% joint and survivor annuity must be made by the Participant in writing during the election period and be consented to by the Participant's Qualified Spouse, except that an election to have benefits paid in the form of a 100% joint and survivor annuity does not need the consent of the Qualified Spouse. If the Qualified Spouse is legally incompetent to give consent, the Qualified Spouse's legal guardian, even if such guardian is the Participant, may give consent. Such election shall designate a form of benefits (or a beneficiary) that may not be changed

without spousal consent (unless the consent of the Qualified Spouse expressly permits designation by the Participant without the requirement of further consent by the Qualified Spouse). Such Qualified Spouse's consent shall be irrevocable and must acknowledge the effect of such election and be witnessed by a Plan representative or a notary public. Such consent shall not be required if it is established to the satisfaction of the Trustees that the required consent cannot be obtained because there is no Qualified Spouse, the Qualified Spouse cannot be located, or other circumstances that may be prescribed by Regulations. The election made by the Participant and consented to by his Qualified Spouse may be revoked by the Participant in writing without the consent of the Qualified Spouse at any time during the election period. The number of revocations shall not be limited. Any new election must comply with the requirements of this paragraph. A former Qualified Spouse's waiver shall not be binding on a new Qualified Spouse.

- (d) The election period to waive the 50% joint and survivor annuity shall be the 90-day period ending on the Annuity Starting Date.
- (e) With regard to the election the Trustee shall provide to the Participant no less than 30 days and no more than 90 days before the Annuity Starting Date a written explanation of:
  - (1) the terms and conditions of the 50% joint and survivor annuity;
  - (2) the Participant's right to make, and the effect of, an election to waive the 50% joint and survivor annuity;
  - (3) the right of the Participant's Qualified Spouse to consent to any election to waive the 50% joint and survivor annuity;
  - (4) the right of the Participant to revoke such election, and the effect of such revocation;
  - (5) the relative values of the forms of benefits under the Plan; and
  - (6) in the case where a Participant requests payment prior to his Normal Retirement Date, a statement concerning the Participant's right to defer benefit commencement to his Normal Retirement Date and a description of the consequences of failing to defer commencement..
- (f) The Annuity Starting Date may be less than 30 days after receipt of the written explanation described above, provided that:
  - (1) the Trustees clearly inform the Participant that the Participant has a right to a period of 30 days after receiving the notice to consider whether to waive the 50% joint and survivor annuity and elect, with Qualified Spouse's consent, a form of distribution other than a 50% joint and survivor annuity.
  - (2) the Participant is permitted to revoke an affirmative distribution election at least until the Annuity Starting Date, or, if later, at any time prior to the expiration of the 7-day period that begins the day after the written explanation of the 50% joint and survivor annuity is provided to the Participant, and

- (3) the Annuity Starting Date is after the date that the explanation of the 50% joint and survivor annuity is provided to the Participant.
- (4) Notwithstanding the above, if the Trustees provide the written notice described above after the Annuity Starting Date, the Participant (with applicable spousal consent) may elect to waive any requirement that the written notice be provided at least 30 days prior to the Annuity Starting Date (or to waive the 30-day requirement hereunder) if the distribution commences no more than 7 days after such notice is provided.
- (g) An election hereunder shall become irrevocable upon the commencement of a Participant's benefits.

## **7.02 Other Requirements**

Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's benefit whether under the Plan or through the purchase of an annuity contract, shall be made in accordance with the requirements of Code Section 401(a)(9) and the Regulations thereunder including Regulation Sections 1.401(a)(9)-(2) through 1.401(a)(9)(9), and the incidental death benefit requirements of Code Section 401(a)(9)(G) and the Regulations thereunder.

## **7.03 Pre-Retirement Qualified Spouse Pension**

- (a) If a Participant who has a Qualified Spouse dies before his pension payments start but after he becomes entitled to a Deferred Vested Retirement Pension, a Pre-Retirement Qualified Spouse Pension shall be paid to his Qualified Spouse.
- (b) If the Participant described in (a) above dies on or after his earliest retirement age, the Qualified Spouse shall be entitled to a lifetime benefit determined in accordance with the provisions of the Joint and Survivor Options in Appendix A as if the Participant had retired the day before he died.

If the Participant described in (a) above dies before his earliest retirement age, the Qualified Spouse shall be entitled to a lifetime benefit determined as if the Participant had separated from service under the Plan on the earlier of the date he last worked in Covered Employment or the date of his death, had survived to his earliest retirement age, retired at that age with an immediate joint and survivor annuity, and died the next day.

For purposes of this subsection (b), earliest retirement age means the earliest age at which a Participant would separate from service and be eligible to receive an immediate distribution.

- (c) Notwithstanding any other provision of this Section, a Pre-Retirement Qualified Spouse Pension shall not be paid in the form, manner or amount described above if one of the alternatives set forth in this subsection applies.
  - (1) If the Actuarial Equivalent present value of the benefit is \$5,000 (\$3,500 prior to January 1, 1998), or less, the Trustees shall make a single sum payment to the Qualified Spouse, in full discharge of the Pre-Retirement

Qualified Spouse Pension. Notwithstanding the foregoing, no involuntary single sum payment in any amount shall be made by the Trustees on or after June 1, 2003.

- (2) The Qualified Spouse may elect in writing, filed with the Trustees, and on whatever form they may prescribe, to defer commencement of the Pre-Retirement Qualified Spouse Pension until a specified date that is no later than the first of the month on or immediately after the date on which the Participant would have reached Normal Retirement Age. The amount payable at that time shall be determined as described in paragraphs (b) or (c) of this Section, except that the benefit shall be paid in accordance with the terms of the Plan in effect when the Participant last worked in Covered Employment (unless otherwise specified) as if the Participant had retired with a joint and survivor annuity on the day before the Qualified Spouse's payment are schedule to start, and died the next day.
- (3) If the Pre-Retirement Qualified Spouse Pension is payable under Subsection (c) of this Section and it would not otherwise start until at least one year after the Trustees learn of the Participant's death, the Qualified Spouse may elect to have payments start earlier, but no earlier than 60 days after she applies for the benefits, on whatever form the Trustees may prescribe. In that case, the monthly benefits will be adjusted so that the actuarial present value of the pension payable to the Qualified Spouse is equivalent to that of the pension that would have been payable under Subsection (1) above.

#### **7.04 Relation to Qualified Domestic Relations Order**

Any rights of a former Qualified Spouse or other alternate payee under a Qualified Domestic Relations Order as defined in Section 206(d)(3) of the Act, with respect to a Participant's pension, shall take precedence over those of any later Qualified Spouse of the Participant under this Article.

#### **7.05 Trustees' Reliance**

The Trustees shall be entitled to rely on written representations, consents, and Revocation submitted by Participants, Qualified Spouses, beneficiaries or other parties in making determinations under this Article and, unless such reliance is arbitrary or capricious, the Trustees' determinations shall be final and binding, and shall discharge the Pension Fund and the Trustees from liability to the extent of the payments made. This means that, unless the Plan is administered in a manner determined to be inconsistent with the Fiduciary standards of Part 4 of Title I of the Act, the Pension Fund shall not be liable under this Article for duplicate benefits with respect to the same Participant, or for Pre-Retirement Qualified Spouse Pension in excess of the actuarial present value of the benefits described in this Section, determined as of the effective date of the Participant's pension or, if earlier, the date of the Participant's death.

## **SECTION VIII Miscellaneous**

### **8.01 Denial of Benefits**

In the event a claim for benefits is denied by the Board of Trustees, a written notice will be sent to the Participant or Beneficiary whose claim for benefits is denied. Such Notice of Denial shall specify the reason and the procedures to be followed to request an appeal before the Trustees. Upon appeal, which must be filed within 60 days of Notice of Denial, the Trustees will permit personal appearance by the applicant or his representative and they will review any new evidence or testimony which may be submitted in support of the claim. Determination of the appeal shall be made within 90 days of the date of its filing, unless an additional 60 days is required due to special circumstances. The final decision of the Trustees, including the reasons, if the claim is denied, will be furnished in writing to the applicant or Beneficiary.

### **8.02 Non-Assignment of Benefits**

- (a) No Participant or Pensioner hereunder shall have any right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge, commute or anticipate any benefits to which he may be entitled, and such benefit shall not in any way be subject to any legal process to levy execution upon or attachment or garnishment proceedings against such benefits for the payment of any claim against any Participant or Pensioner, nor shall such benefits be subject to the jurisdiction of any bankruptcy court for insolvency proceedings of law or otherwise, any such assignment shall be void and of no effect.
- (b) Notwithstanding Subsection (a) or any other provision of the Plan, benefits shall be paid in accordance with a Qualified Domestic Relations Order as defined in Section 206(d)(3) of the Act, and with written procedures adopted by the Trustees in connection with such Orders, which shall be binding on all Participants, Beneficiaries and other parties. In no event shall the existence or enforcement of a Qualified Domestic Relations Order cause the Pension Fund to pay benefits with respect to a Participant in excess of the actuarial present value of the Participant's benefits without regard to the Order and benefits otherwise payable under the Plan shall be reduced by the actuarial present value of any payment ordered to be made under a Qualified Domestic Relations Order.

### **8.03 Non-Duplication of Benefits**

There shall be no duplication of benefits for the same periods of service.

### **8.04 Non-Reversion**

In no event shall any part of the Fund or of a contribution revert to the Employer.

## **SECTION IX**

### **Amendments of the Plan**

The Board of Trustees shall have the right at any time, and from time to time, to amend, in whole or part, any or all of the provisions of this Plan. However, no such amendment shall authorize or permit any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to purposes other than the exclusive benefit of the Participants or their Beneficiaries. Furthermore, any amendment to be effective for a Plan Year must be adopted no later than two (2) years after the close of the Plan Year to which the amendment applies such amendment shall not be effective unless approved by the Secretary of Labor or unless he fails to take action disapproving such amendment within ninety (90) days after receiving notice of it. Finally, no Plan Amendment shall affect the vesting of any Participant's benefit adversely, and any change in the vesting rules shall not be effective as to any Participant with three (3) Years of Credited Service with the Employer who elects to have his rights to Vested Benefits determined under the Plan as it stood before the amendment.



## **SECTION X**

### **Termination of the Plan**

#### **10.01 Termination of the Plan**

The Trustees shall have the right to discontinue or terminate this Plan in whole or in part. The rights of all affected Participants to benefits accrued to the date of termination, partial termination or discontinuance to the extent funded as of such date shall be nonforfeitable, and the funds remaining in the hands of the Trustees shall be allocated in a manner consistent with Title IV of the Act.

#### **10.02 Procedures in Event of Termination**

In the event the Plan is terminated, the Trustees shall, after payment of expenses of administration, distribute the assets in the Fund in immediate or deferred annuities or in cash or periodic payments, as the Trustees may determine. The Trustees shall instruct a qualified actuary to determine the value of nonforfeitable benefits and the value of Plan assets. In making the valuations, the actuary shall abide by all regulations prescribed by the Pension Benefit Guaranty Corporation. All values shall be determined as of the end of the Plan Year during which the Plan has terminated within the meaning of Section 4041A(d) of the Act and in each Plan Year thereafter. Plan asset shall include outstanding claims for withdrawal liability.

#### **10.03 Limitation of Benefits**

- (a) If the actuary determines that the value of nonforfeitable benefits exceeds the value of Plan assets, the Trustees shall amend the Plan to reduce benefits under the Plan to the extent necessary to ensure that the Plan's assets are sufficient, as determined and certified in accordance with regulations prescribed by the Pension Benefit Guaranty Corporation, to discharge when due all of the Plan's obligations with respect to nonforfeitable benefits. However, any Plan amendments required by this Section shall be in accordance with regulations prescribed by the Secretary of the Treasury and shall reduce benefits only to the extent necessary to comply with Title IV of the Act, and then only to the extent that those benefits are not eligible for the Pension Benefit Guaranty Corporation's guarantee under Title IV of the Act.
- (b) In the event that assets available for allocation are sufficient to pay all nonforfeitable benefits, but are not sufficient to satisfy in full the pension benefits of all Participants under the Plan, the assets will be allocated on a pro-rata basis.

#### **10.04 Merger or Consolidation of the Plan**

In the case of any merger or consolidation of this Plan, or to the Pension Fund with, or transfer of the assets or liabilities of the Plan and/or Pension Fund to, any other plan, the terms of such merger, consolidation, or transfer shall be such that each Participant would receive (in the event of termination of the Plan, or

its successor immediately thereafter) a benefit which is no less than he would have received in the event of termination of this Plan immediately before such merger, consolidation or transfer. Because this is a multiemployer plan, this Section 10.04 shall apply only to the extent determined by the Pension Benefit Guaranty Corporation.

## **SECTION XI Construction**

### **11.01 Governing Law**

The provisions of the Plan shall be construed, regulated, and administered in accordance with the Act, the Code, other applicable federal law and, to the extent applicable, the laws of the Commonwealth of Pennsylvania.

### **11.02 Federal Law**

Nothing in this Plan shall be construed to alter, modify, invalidate, impair or supersede any laws of the United States or any rule or regulation issued under such law. Further, nothing in this Plan shall be construed as denying any Participant under this Plan credit for Service, if credit is required by separate Federal Law. The nature and extent of such credit, and the rights of such Participants shall be determined under such law.

## **SECTION XII**

### **Top-Heavy Provisions**

#### **12.01 General**

The provisions of this Section 10 shall apply only to Participants who are not subject to the Collective Bargaining Agreement for purposes of determining whether the Plan is a Top-Heavy Plan under Code Section 416(g) for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Code Section 416(c) for such Plan Years.

#### **12.02 Definitions**

The following definitions shall supplement those set forth in Section I of the Plan:

- (a) "Aggregation Group" means this Plan and each other qualified retirement plan (including a frozen plan or a plan which has been terminated during the 60-month period ending on the Determination Date) of an Employer:
  - (1) in which a Key Employee is a participant, or
  - (2) which enables any plan in which a Key Employee participates to meet the requirements of Sections 401(a)(4) and 410 of the Code;
  - (3) or without the inclusion of which, the plans in the Aggregation Group would be Top-Heavy Plans, but, with the inclusion of which, the plans in the Aggregation Group are not Top-Heavy Plans and, taken together, meet the requirements of Sections 401(a)(4) and 410 of the Code.
- (b) "Determination Date" means, for any Plan Year, the last day of the preceding Plan Year, except that for the first Plan Year it means the last day thereof.
- (c) "Key Employee" means any Employee or former Employee (including any deceased employee) who at any time during the Plan Year that includes the Determination Date was an officer of the Employer having annual compensation greater than \$130,000 (as adjusted under Code Section 416(i)(1) for Plan Years beginning after December 31, 2002), a 5-percent owner of the Employer, or a 1-percent owner of the Employer having annual compensation of more than \$150,000. For this purpose, annual compensation shall have the same meaning as "Compensation" in Section 14.03. The determination of who is a Key Employee will be made in accordance with Code Section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.
- (d) "Non-Key Employee" means any Employee who is not a Key Employee and the beneficiary of such Employee
- (e) "Top-Heavy Compensation" means, for any Participant for any Plan Year, the average of his annual Compensation over the period of five consecutive Plan Years (or, if shorter, the longest period of consecutive Plan Years during which the Participant was in the employ of any Participating

Company) yielding the highest average, disregarding Compensation for Plan Years after the close of the last Plan Year in which the Plan was a Top-Heavy Plan. Compensation shall have the same meaning as "Compensation" in Section 14.03.

- (f) "Top-Heavy Plan" means, for any Plan Year, each plan in the Aggregation Group for such Plan Year if, as of the applicable Determination Date, the Top-Heavy Ratio exceeds sixty percent (60%).
- (g) "Top-Heavy Ratio" means the ratio of the present value of the cumulative Accrued Benefits under the Plan for Key Employees to the present value of the cumulative Accrued Benefits under the Plan for all Key Employees and Non-Key Employees, determined in accordance with Section 12.03.
- (h) "Year of Top-Heavy Service" means, for any Participant, a Plan Year in which he completes 1,000 or more Hours of Service, excluding Plan Years in which the Plan is not a Top-Heavy Plan.

### **12.03 Determination of Top Heavy Status**

- (a) This Section 12.03 shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of employees as of the Determination Date.
- (b) The present value of accrued benefits and the amounts of account balances of an Employee as of the Determination Date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Code Section 416(g)(2) during the 1-year period ending on the Determination Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Code Section 416(g)(2)(A)(i). In the case of a distribution made for a reason other than separation from service, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period."
- (c) The accrued benefits and accounts of any individual who has not performed services for the Employer during the 1-year period ending on the Determination Date shall not be taken into account.

### **12.03 Minimum Benefit for Non-Key Employees**

- (a) In each Plan Year in which the Plan is a Top-Heavy Plan, each Employee who is a Non-Key Employee (except an Employee who is a Non-Key Employee as to the Plan Year of reference but who was a Key Employee as to any earlier Plan Year) shall be entitled to a minimum benefit equal to two percent (2%) of his Top-Heavy Compensation multiplied by Years of Top-Heavy Service. The amount of the minimum benefit is not to exceed 20% of Top-Heavy Compensation.
- (b) For purposes of providing the minimum benefit under Code Section 416, a Non-Key Employee who is not a Participant solely because (1) his compensation is below a stated amount or (2) he declined to make mandatory contributions to the Plan will be considered to be a Participant.

Further, such minimum benefit shall be provided regardless of whether such Non-Key Employee is employed on a specified date.

- (c) If a Non-Key Employee described in Subsection (a) participates in both a defined benefit plan and a defined contribution plan described in Paragraphs (a)(1) and (a)(2) of Section 12.03, the Employer is not required to provide such Employee with both the minimum benefit under the defined benefit plan and the minimum contribution. In such event, the Non-Key Employee shall receive the minimum contribution under the defined contribution plan of 5%.
- (d) For purposes of satisfying the minimum benefit requirements of Code Section 416(c)(1) and the Plan, in determining years of service with the Employer, any service with the Employer shall be disregarded to the extent that such service occurs during a Plan Year when the Plan benefits (within the meaning of Code Section 410(b)) no Key Employee or former Key Employee.

#### **12.04 Social Security**

The Plan, for each Plan Year in which it is a Top Heavy Plan, must meet the requirements of this Section without regard to any Social Security or similar contributions or benefits.

#### **12.05 Vesting**

- (a) Change in Schedule. Each Participant with one or more Hours of Service in a Plan Year in which the Plan is a Top-Heavy Plan, who has completed three or more years of Credited Service shall be fully vested in his Accrued Benefit.
- (b) Shift out of Top-Heavy Status. If a Top-Heavy Plan ceases to be a Top-Heavy Plan, the vesting schedule set forth in Section 5.06 shall again apply to all years of Credited Service, except with respect to those Participants who are then fully vested.

#### **12.06 Suspension of Benefits**

Notwithstanding the other provisions of the Plan, the payment of a Participant's benefits shall not be suspended during the Participant's reemployment during any period in which the Plan is a Top-Heavy Plan.

**SECTION XIII**  
**Model Amendment under Revenue Procedure 2002-29**  
**Minimum Distribution Requirements**

**13.01 General Rules**

- (a) **Effective Date.** The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (b) **Precedence.** The requirements of this Article will take precedence over any inconsistent provisions of the Plan.
- (c) **Requirements of Treasury Regulations Incorporated.** All distributions required under this Article will be determined and made in accordance with the Treasury regulations under Code Section 401(a)(9).

**13.02 Time and Manner of Distribution**

- (a) **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.
- (b) **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
  - (1) If the Participant's Qualified Spouse is the Participant's sole designated beneficiary, then distributions to the Qualified Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.
  - (2) If the Participant's Qualified Spouse is not the Participant's sole designated beneficiary, then, except as provided in Section 13.02(b)(3), distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
  - (3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
  - (4) If the Participant's Qualified Spouse is the Participant's sole designated beneficiary and the Qualified Spouse dies after the Participant but before distributions to the Qualified Spouse begin, this Section 13.02(b), other than Section 13.02(b)(1), will apply as if the Qualified Spouse were the Participant.

For purposes of this Section 13.02(b) and Section 13.05, distributions are considered to begin on the Participant's required beginning date (or, if Section 13.02(b)(4) applies, the date distributions are required to begin to the Qualified Spouse under Section 13.02(b)(1)). If annuity payments irrevocably

commence to the Participant before the Participant's required beginning date (or to the Participant's Qualified Spouse before the date distributions are required to begin to the Qualified Spouse under Section 13.02(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

- (c) Form of Distribution. Unless the Participant's interest is distributed in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 13.03, 13.04 and 13.05 of this Section.

### **13.03 Determination of Amount to be Distributed Each Year**

- (a) General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:
  - (1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
  - (2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 13.04 or 13.05;
  - (3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
  - (4) payments will either be nonincreasing or increase only as follows:
    - (i) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
    - (ii) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section 13.04 dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Code Section 414(p); or
    - (iii) to pay increased benefits that result from a Plan amendment.
- (b) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section 13.02(b)(1) or (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.



- (c) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

**13.04 Requirements for Annuity Distributions that Commence During Participant's Lifetime**

- (a) Joint Life Annuities Where the Beneficiary Is Not the Participant's Qualified Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.
- (b) Period Certain Annuities. Unless the Participant's Qualified Spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's Qualified Spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 13.04(b), or the joint life and last survivor expectancy of the Participant and the Participant's Qualified Spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and Qualified Spouse's attained ages as of the Participant's and Qualified Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

### **13.05 Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin**

- (a) Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Section 13.02(b)(1) or (2), over the life of the designated beneficiary or over a period certain not exceeding:
  - (1) unless the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
  - (2) if the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the Annuity Starting Date.
- (b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (c) Death of Qualified Spouse Before Distributions to Qualified Spouse Begin. If the Participant dies before the date distribution of his interest begins, the Participant's Qualified Spouse is the Participant's sole designated beneficiary, and the Qualified Spouse dies before distributions to the Qualified Spouse begin, this Section 13.05 will apply as if the Qualified Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 13.02(b)(1).

### **13.06 Definitions**

- (a) Designated Beneficiary. The individual who is designated as the beneficiary under Section VII of the Plan and is the designated Beneficiary under Code Section 401(a)(9) and section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.
- (b) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 13.02(b).
- (c) Life expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

- (d) Required beginning date. The date specified in Section 6.07 of the Plan.

## **SECTION XIV Maximum Pension**

### **14.01 Annual Benefit**

- (a) Effective date. The limitations of this Section apply in Limitation Years beginning on or after January 1, 2008, except as otherwise provided herein.
- (b) Annual Benefit. The Annual Benefit otherwise payable to a Participant under the Plan at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, then the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.
- (c) Adjustment if in two defined benefit plans. If the Participant is, or has ever been, a Participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the Employer or a predecessor Employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the Employer shall limit a Participant's benefit in accordance with the terms of the Plans.
- (d) In applying the provisions of this Section XIV with respect to a Participant, benefits and contributions attributable to such Participant from all Employers maintaining the Plan shall be taken into account.
- (e) Grandfather of limits prior to January 1, 2008. The application of the provisions of this Section shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's Accrued Benefit under all the defined benefit plans of the Employer or a Predecessor Employer as of the end of the last Limitation Year beginning before January 1, 2008 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, Regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last Limitation Year beginning before January 1, 2008, as described in Regulations Section 1.415(a)-1(g)(4).

### **14.02 Maximum Permissible Benefit**

The statutory maximum amount of yearly retirement income payable during any Limitation Year, with respect to benefits earned for service with an Employer, shall be determined in accordance with the provisions of this Section 14.02.

#### **(a) Basic Limitation**

Regardless of any other provision of this Plan, in no event shall the combined annual benefit payable with respect to a Participant on a single

life basis, under this and any other defined benefit plan to which an Employer contributes, exceed the lesser of

- (1) \$185,000, as adjusted, effective January 1 of each year, under Code Section 415(d) in such manner as the Secretary of the Treasury shall prescribe (the “Defined Benefit Dollar Limitation”); or
- (2) one hundred percent (100%) of the Participant’s average Compensation during the three consecutive calendar years in which such Compensation is the highest.

Notwithstanding the foregoing, the Compensation Limitation in Section 14.02(a)(2) shall not be applied to the determination of the maximum limit of a Participant’s annual benefit with respect to Plan Years beginning after December 31, 2001.

For a Participant who is employed by an Employer for less than three consecutive years, the period of the Participant’s high-three years of service is the actual number of consecutive years of service (including fractions of years, but not less than one year). In the case of a Participant who has had a Severance from Employment date, and who is subsequently rehired by an Employer, the period of the Participant’s high-three years of service is calculated by excluding any years for which the Participant performs no services for and receives no Compensation from an Employer (the break period), and by treating the year of service immediately prior to and the year of service immediately after the break period as if the years were consecutive. A limitation as adjusted under Code Section 415(d) shall apply to Limitation Years ending with or within the calendar year for which the adjustment applies.

(b) Secondary Limitations

The Basic Limitation shall be reduced or increased, as applicable, for the following situations if they are applicable.

- (1) Adjustment to Defined Benefit Dollar Limitation for Early Retirement. If the retirement benefit of a Participant begins prior to age 62, the Defined Benefit Dollar Limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a Single Life Annuity beginning at the earlier age that is the Actuarial Equivalent of the Defined Benefit Dollar Limitation at age 62. The reduced Defined Benefit Dollar Limitation that is the actuarial equivalent of such limitation at age 62 shall be the lesser of
  - (i) the equivalent amount using an interest rate of 5% and the applicable mortality table; or
  - (ii) the Defined Benefit Dollar Limitation multiplied by the ratio of the annual amount of the immediately commencing Single Life Annuity under the Plan to the annual amount of the Single Life Annuity under the Plan commencing at age 62, with both annual amounts determined without applying the rules of Code Section 415. The adjusted Single Life Annuities under this subparagraph shall be determined in the manner prescribed in Treas. Reg. §1.415(b)-1(d).

- (2) Adjustment to Defined Benefit Dollar Limitation for Deferred (Late) Retirement. If the retirement benefit of a Participant begins after the Participant attains age 65, the Defined Benefit Dollar Limitation shall be adjusted so that it is the Actuarial Equivalent of the Defined Benefit Dollar Limitation beginning at age 65. The increased Defined Benefit Dollar Limitation that is the Actuarial Equivalent of such limitation at age 65 shall be the lesser of
- (i) the equivalent amount using an interest rate of 5% and the applicable mortality table; or
  - (ii) the Defined Benefit Dollar Limitation multiplied by the ratio of the annual amount of the adjusted immediately commencing Single Life Annuity under the Plan to the annual amount of the adjusted age 65 Single Life Annuity, with both annual amounts determined without applying the rules of Code Section 415. The adjusted Single Life Annuities described in this subparagraph shall be determined in the manner prescribed in Treas. Reg. §1.415(b)-1(e)(2).
- (3) Adjustment for Benefit Paid Other than as a Single Life Annuity. For purposes of applying the limitations of this Section 14.02, a Participant's retirement benefit shall be adjusted to a Single Life Annuity beginning at the same age which is actuarially equivalent to such benefit.
- (i) If the Participant's retirement benefit is paid in a form that is not subject to Code Section 417(e)(3), the Actuarially Equivalent Single Life Annuity is the greater of (A) the annual amount of the Single Life Annuity (if any) payable to the Participant commencing at the same Annuity Starting Date as the form of benefit payable to the Participant; or (B) the annual amount of the Single Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the form of benefit payable to the Participant, computed using an interest rate of 5% and the applicable mortality table.
  - (ii) For distributions with a Annuity Starting Date after December 31, 2005, if the Participant's retirement benefit is paid in a form that is subject to Code Section 417(e)(3), the Actuarial Equivalent Single Life Annuity is the greatest of the annual amount of the Single Life Annuity commencing at the Annuity Starting Date that has the same actuarial present value as the form of benefit payable computed using (A) the interest rate and mortality table specified in the Plan for purposes of actuarial equivalence, (B) an interest rate of 5.5% and the applicable mortality table, or (C) the applicable interest rate and the applicable mortality table, divided by 1.05. However, for a distribution with a Annuity Starting Date occurring in Plan Years beginning in 2004 or 2005, the Actuarial Equivalent Single Life Annuity is the greater of the annual amount of the Single Life Annuity that has the same actuarial present value as

the form of benefit payable using (A) the interest rate and mortality table specified in the Plan for purposes of actuarial equivalence, or (B) an interest rate of 5.5% and the applicable mortality table.

(iii) No actuarial adjustment to the retirement benefit is required for (A) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent that such benefits would not be payable if the Participant's benefit were not paid in the form of a qualified joint and survivor annuity, (B) ancillary benefits that are not directly related to retirement benefits, and (C) the inclusion in the form of benefit of an automatic benefit increase, as described in Treas. Reg. §1.415(b)-1(c)(5).

(4) Adjustment of Limitation for Years of Service or Participation.

(i) Defined Benefit Dollar Limitation. If a Participant has completed fewer than 10 years of participation in the Plan, the Participant's projected annual benefit under paragraph (a) (the Basic Limitation) shall not exceed the Defined Benefit Dollar Limitation as adjusted by multiplying the limitation by a fraction, the numerator of which is the Participant's number of years (or part thereof) of participation in the Plan, and the denominator of which is 10. To the extent provided by the Secretary of the Treasury, this subparagraph (b)(4)(i) shall be applied separately with respect to each change in the benefit structure of the Plan.

(ii) Other Defined Benefit Limitations. If a Participant has completed fewer than 10 years of service with an Employer, the limitations described in Code Sections 415(b)(1)(B) and 415(b)(4) shall be adjusted by multiplying those limitations by a fraction, the numerator of which is the Participant's number of years of service (or part thereof) and the denominator of which is 10.

(iii) Limitations on Reductions. In no event shall subparagraphs (i) and (ii) reduce the limitations provided under Code Sections 415(b)(1) and 415(b)(4) to an amount less than 1/10 of the applicable limitation (as determined without regard to this subparagraph (b)(4)).

### 14.03 Definitions

For purposes of this Section XIV, the following definitions apply

(a) "Compensation" means, with respect to any Participant, such Participant's wages as defined in Code Section 3401(a) and all other payments of compensation by the Employer (in the course of the employer's trade or business) for a Plan Year for which the Employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3) and 6052. Compensation must be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the

exception for agricultural labor in Code Section 3401(a)(2)). "Compensation" for any self-employed individual shall be equal to his Earned Income.

Notwithstanding the above, effective January 1, 1998, the term Compensation shall include any elective deferrals as defined under Section Code 402(g) and any amount contributed or deferred by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code Sections 125, 132(g), 403(b) or 457.

On and after January 1, 2001 Compensation shall include amounts deferred under Code Section 132(f)(4). Further, for purposes of this definition of Compensation, amounts under Code Section 125 include any amounts not available to a Participant in cash in lieu of group health insurance coverage because the Participant is unable to certify that he has other health coverage. An amount shall be treated as an amount under Code Section 125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

Compensation in excess of the limitation under Code Section 401(a)(17) shall be disregarded. Such amount shall be adjusted at the same time and in such manner as permitted under Code Section 415(d), except that the dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with such calendar year and the first adjustment to the limitation shall be effective on January 1, 1990. For any short Plan Year the Compensation limit shall be an amount equal to the Compensation limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by 12.

Effective January 1, 2002 for benefits payable on or after that date, the annual Compensation limit for calendar year 2002 and all prior calendar years shall not be less than \$200,000.

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1994 but prior to January 1, 2002, the annual Compensation of each Participant taken into account under the Plan shall not exceed the OBRA '93 annual Compensation limit. The OBRA '93 annual Compensation limit is \$150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Code Section 401(a)(17)(B). The cost of living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual Compensation limit shall be multiplied by a fraction, the



numerator of which is the number of months in the determination period, and the denominator of which is 12.

With respect to Limitation Years beginning on and after January 1, 2008, 415 Compensation shall be adjusted for the following types of compensation paid after a Participant's Severance from Employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to Code Sections 414(b), (c), (m) or (o)). However, amounts described in subsections (1) and (2) below may only be included in 415 Compensation to the extent such amounts are paid by the later of 2-1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment. Any other payment of compensation paid after Severance from Employment that is not described in the following types of compensation is not considered 415 Compensation within the meaning of Code Section 415(c)(3), even if payment is made within the time period specified above.

- (1) Regular pay. 415 Compensation shall include regular pay after Severance from Employment if:
    - (i) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and
    - (ii) The payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.
  - (2) Leave cashouts. Leave cashouts shall be included in 415 Compensation if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's Severance from Employment, and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.
- (b) "Limitation Year" means the Plan Year.
- (c) "Severance from Employment" means, with respect to any individual, cessation from being an Employee of the Employer maintaining the Plan. An Employee does not have a Severance from Employment if, in connection with a change of employment, the Employee's new employer maintains this multiemployer Plan.

#### **14.04 Aggregation**

Pursuant to Section 1.415-8(e) of the Regulations, this Plan shall not be aggregated with any other multiemployer plan for any purposes. Effective for Plan Years beginning prior to January 1, 2000, to the extent this Plan is aggregated with a single employer plan, benefits under the Plan shall not be

reduced unless required to prevent disqualification under Section 1.415-9 of the Regulations.

**14.05 Incorporation By Reference**

Notwithstanding anything contained in this Section XIV to the contrary, the limitations, adjustments and other requirements prescribed in this Section XIV shall at all times comply with the provisions of Code Section 415 and the Regulations thereunder, the terms of which are specifically incorporated herein by reference.

**SECTION XV**  
**Employer Withdrawal Liability**

**15.01 In General**

- (a) An Employer that withdraws from the Plan after December 31, 1979, in either a complete or partial withdrawal shall owe and pay withdrawal liability to the Plan, as determined by the Trustees in accordance with the Employee Retirement Income Security Act of 1974, as amended by the Multiemployer Pension Plan Amendments Act of 1980, as amended. The Trustees shall have full authority to adopt rules and regulations setting forth procedures for the determination and collection of withdrawal liability, which shall be binding on the Employers.
- (b) For purposes of this Article, all corporations, trades or businesses that are under common control, as defined in regulations of the PBGC, are considered a single Employer, and the entity resulting from a change in business form described in Section 4218(1) of the Act is considered to be the original Employer.
- (c) Each Employer shall notify the Trustees within thirty (30) days after a Complete or Partial Withdrawal or cessation of contributions to the Fund. Such notification shall include information relating to the reason for the change in the Employer's obligation to contribute to the Fund and the identity of the purchaser, if any.

**15.02 Complete Withdrawal Defined**

- (a) Except as elsewhere provided in this Section the complete withdrawal of an Employer occurs if the Employer (both as defined and amplified in Section 4203 of ERISA):
  - (1) permanently ceases to have an obligation to contribute under the Plan, or
  - (2) permanently ceases all covered operations under the Plan.

**15.03 Amount of Liability for Complete Withdrawal**

- (a) The amount of an Employer's unfunded vested benefits determined under Section 4211 of ERISA upon a Complete or Partial Withdrawal shall be the amount determined under subsection (1).
  - (1) The amount determined under this subsection (1) shall be the sum of:
    - (A) the Pre-1980 Portion;
    - (B) the Post-1980 Portion; and
    - (C) the Reallocated Portion;provided, however, if such sum is less than 0, the Employer's liability shall be 0.
  - (2) For the purposes of this Section, the following definitions shall apply:

- (A) "Pre-1980 Portion" means the Employer's proportional share of the unamortized amount of the Plan's unfunded vested benefits at the end of the Plan Year that ended on December 31, 1979 calculated pursuant to Sections 4211(b)(2)(D) and 4211(b)(3) of ERISA;
- (B) "Post-1980 Portion" means the Employer's proportional share of the unamortized amount of any change in the Plan's unfunded vested benefits for Plan Years ending after April 28, 1980 calculated pursuant to Sections 4211(b)(2)(A)-(C) and (E) of ERISA; and
- (C) "Reallocated Portion" means the Employer's proportional share of the unamortized amount of the reallocated Plan's unfunded vested benefits, if any, calculated pursuant to Section 4211(b)(4) of ERISA. The amount so calculated shall be based on the liability determination derived from application of Section A of this provision. In determining such portion, the amount described in Section 4211(b)(4)(B)(i)-(iii) of ERISA shall be the amount determined by the Board of Trustees to be appropriate for use in such calculation, based on all the facts and circumstances it deems to be relevant in making such determination.

**15.04 Unfunded Vested Liability Defined.**

- (a) For purposes of this Article XV, the term "vested benefit" means a benefit for which a Participant has satisfied the conditions for entitlement under this Plan (other than submission of a formal application, retirement, or completion of a required waiting period) whether or not the benefit may subsequently be reduced or suspended by a Plan amendment, an occurrence of any condition, or operation of law and whether or not the benefit is considered "vested" or "nonforfeitable" for any other purpose under the Plan.
- (b) The Plan's liability for vested benefits as of a particular date is the actuarial value of the vested benefits under this Plan as of that date. Actuarial value shall be determined on the basis of methods and assumptions approved by the Board of Trustees for purposes of this Article, upon recommendation of the Plan's enrolled actuary.
- (c) The unfunded vested liability shall be the amount, not less than zero, determined by subtracting the value of the Plan's assets from the Plan's liability for vested benefits. The Plan's assets are to be valued on the basis of rules adopted for this purpose by the Board of Trustees upon recommendation of the enrolled actuary.

**15.05 De Minimis Exception.**

- (a) The amount of the unfunded vested benefits allocable under Section 15.03 of the Plan to an Employer who withdraws from the Plan shall be reduced by the smaller of:
  - (1)  $\frac{3}{4}$  of 1% (.0075) of the Plan's unfunded vested obligations determined as of the end of the Plan Year preceding the Withdrawal, or

- (2) \$50,000, reduced by the amount, if any, by which the unfunded vested benefits allocable to the Employer, determined without regard to this Section, exceed \$100,000.
- (b) The amount of initial liability remaining after application of this paragraph shall be reduced in accordance with Section 4225 of ERISA, if and to the extent that the Employer demonstrates that additional limitations under the Section apply.

**15.06 Satisfaction of Withdrawal Liability**

- (a) Withdrawal liability shall be payable in installments, in accordance with Section 15.07. The total amount due in each twelve-month period beginning on the date of the first installment shall be the product of:
  - (1) the highest rate at which the Employer was obligated to contribute to the Plan in the period of ten consecutive Plan Years ending with the Plan Year in which the withdrawal occurred, multiplied by
  - (2) the Employer's average annual contribution base for the three consecutive Plan Years, within the ten consecutive Plan Years ending before the Plan Year in which the withdrawal occurred, during which the Employer's contribution base was the highest, except that the number of installment payments due in the final year shall be reduced to assure that the total payments will not exceed the Employer's total amortized withdrawal liability.
- (b) An Employer may prepay all or part of its withdrawal liability, without penalty.
- (c) The Board of Trustees may adopt rules providing other terms and conditions for an Employer to satisfy its withdrawal liability. Such rules shall be consistent with the purposes and standards of the Act, and shall not be inconsistent with regulations of the Pension Benefit Guaranty Corporation.
- (d) If, in connection with the Employer's withdrawal, the Plan transfers benefit liabilities to another plan to which the Employer will contribute, the Employer's withdrawal liability shall be reduced in an amount equal to the value of the unfunded vested benefits that are transferred, determined as of the end of the Plan Year preceding the withdrawal on the same basis as the determination of the Plan's unfunded vested liability under Section 15.03 hereof.

**15.07 Notice and Collection of Withdrawal Liability**

- (a) As soon as practicable after an Employer's Complete or Partial Withdrawal, the Trustees or their designee, shall notify the Employer of
  - (1) the amount of the Withdrawal liability; and
  - (2) the schedule for payment of such Withdrawal liability; and demand payment in accordance with the schedule.
- (b) An Employer who either completely or partially withdraws, shall pay the amount determined under the Plan over the period of years necessary to

amortize the amount in level annual payments calculated as if the first payment were made on the first day of the Plan Year following the Plan Year in which the Withdrawal occurs and as if each subsequent payment were made on the first day of each subsequent Plan Year.

- (c) Actual payment shall commence no later than sixty (60) days after the date of the demand notwithstanding any request for review or appeal of determination of the amount of such liability or of the schedule.
- (d) In any case in which the amortization period described in subsection (b) of this Section exceeds twenty (20) years, the Employer's liability shall be limited to the first two hundred and forty (240) monthly payments.
- (e) Each annual payment determined under Section 15.06 of the Plan shall be payable in four (4) equal installments due quarterly, adjusted to include interest from the date a quarterly payment would be due under ERISA. If a payment is not made when due, interest on the payment shall accrue from the due date until the date on which payment is made.
- (f) In the event of a Default, the Trustees may require immediate payment of the outstanding amount of the Employer's Withdrawal liability, plus accrued interest on the total outstanding liability from the due date of the first payment which was not timely made. For the purposes of this Subsection 15.07(d) of the Plan, the term Default means:
  - (1) if the Employer was the subject of a bankruptcy proceeding, or similar proceeding under State law, at any time within two years of the date of its Complete or Partial Withdrawal from the Fund; or
  - (2) at any time the Trustees have reason to believe that the Employer:
    - (A) is, or is reasonably expected to become, Insolvent before the end of the period in which such Employer is required to pay its Withdrawal liability to the Fund under Section 4219(c) of ERISA; or
    - (B) will not pay its liability payments to the Fund as they come due.
- (g) For the purposes of paragraph (d)(2)(A), "Insolvent" shall mean a situation in which:
  - (1) the Employer's liabilities exceed its assets; or
  - (2) the Employer is unable to pay its obligations as they come due.
- (h) In the event paragraph (d)(1) or (d)(2) applies, the Employer shall be in Default as of the date it receives notification from the Board of Trustees of the determination referred to in paragraph (d)(1) or (d)(2), which notification shall be mailed to the Employer registered mail, return receipt requested.
- (i) Interest under this Section 15.07 of the Plan shall be charged at the rates based on prevailing market rates for comparable obligations, determined by the Trustees in accordance with regulations prescribed by the Pension Benefit Guaranty Corporation.
- (j) A dispute between an Employer and the Plan concerning a determination of withdrawal liability shall be submitted to arbitration as provided in section

4221 of ERISA, to be conducted in accordance with rules adopted by the Board of Trustees not inconsistent with regulations of the Pension Benefit Guaranty Corporation. No issue concerning the computation of withdrawal liability may be submitted for arbitration unless the matter has been reviewed by the Plan in accordance with section 4219(b)(2) of ERISA and any Plan rules adopted thereunder.

#### **15.08 Partial Withdrawal**

- (a) The Retail Food Industry provisions of Section 4205 of ERISA apply to this Plan. Therefore, there is a partial withdrawal by an Employer on the last day of a Plan Year if for such Plan Year:
  - (1) there is a 35-percent contribution decline as defined in Section 4205 of ERISA, or
  - (2) there is a partial cessation of the Employer's contribution obligation as defined in Section 4205 of ERISA.
- (b) For purposes of this section the Plan Year of the Partial Withdrawal is the third year of the "Three-Year Testing" period as that phrase is defined in section 4205 of ERISA.
- (c) The amount of the Employer's Partial Withdrawal Liability payment shall be equal to the product of the payment calculated in accordance with Section 15.06 multiplied by one minus a fraction. The numerator of the fraction shall be equal to the Employer's contribution base for the Plan Year following the Plan Year of the Partial Withdrawal. The denominator of the fraction shall be equal to the average of the Employer's contribution base for the 5 Plan Years immediately preceding the beginning of the 3-Year Testing Period.

#### **15.09 Liability Adjustments and Abatement**

- (a) Successive Withdrawals. If, after a partial withdrawal, an Employer again incurs liability for a complete or partial withdrawal, the liability incurred as a result of the later withdrawal(s) shall be adjusted to the extent necessary to avoid duplication of liability.
- (b) Abatement of Partial Withdrawal Liability. The liability of an Employer for a partial withdrawal under Section 15.6(a)(1) shall be reduced or eliminated in accordance with section 4208 of the Act.
- (c) Abatement after renewed or increased participation. If an Employer that has withdrawn from the Plan later renews the obligation to contribute, the unpaid balance of the Employer's liability incurred on account of the earlier withdrawal shall be reduced in accordance with rules adopted by the Board of Trustees pursuant to regulations of the PBGC.

#### **15.10 Mass Withdrawal**

Notwithstanding any other provision of this Article, if all or substantially all contributing Employers withdraw from the Plan pursuant to an agreement or arrangement, as determined under Sections 4209 and 4219(c)(1)(D) of the Act,

the withdrawal liability of each such Employer shall be adjusted in accordance such Sections of the Act.

**15.11 Notice to Employers**

- (a) Any notice that must be given to an Employer under this Article or under Subtitle E of Title IV of the Act shall be effective if given to the specific member of a commonly controlled group that has or has had the obligation to contribute under the Plan.
- (b) Notice also shall be given to any other member of the controlled group that the Employer identifies and designates to receive notices hereunder, in accordance with a procedure adopted by the Board of Trustees.

**15.12 Nonapplicability Of Withdrawal Liability For Certain Temporary Contribution Obligation Periods**

- (a) An Employer who Withdraws from the Plan in a Complete or Partial Withdrawal is not liable to the Plan if the Employer:
  - (1) had an obligation to contribute to the Plan for no more than the lesser of:
    - (A) Six (6) consecutive Plan Years preceding the date on which the Employer either Completely or Partially Withdraws; or
    - (B) the number of Plan Years required for Vesting under the Plan,
  - (2) was required to make contributions to the Plan for each such Plan Year in an amount equal to less than two percent of the sum of all Employer contributions made to the Plan for each such year;
  - (3) has never avoided Withdrawal liability because of the application of this Section with respect to the Plan; and
  - (4) the Employer is not indebted to the Fund for delinquent contributions.

**15.13 Fresh Start Present Value of Vested Benefits as of December 31, 2008**

Effective January 1, 2009, December 31, 2008 is substituted for the Plan Year ending before September 26, 1980, in applying section 4211(b)(1)(B), section 4211(b)(2)(B)(ii)(I), section 4211(b)(2)(D), section 4211(b)(3), and section 4211(b)(3)(B) of ERISA. In addition, December 31, 2008 is substituted for Plan Years ending after September 25, 1980, in applying section 4211(b)(1)(A), section 4211(b)(2)(A), and section 4211(b)(2)(B)(ii)(II) of ERISA.



If this Plan is signed in one or more counterparts, each such counterpart shall constitute one and the same Plan.

IN WITNESS WHEREOF, the parties hereto have caused this Plan to be executed this \_\_\_\_\_ day of December, 2014.

UNION TRUSTEES

EMPLOYER TRUSTEES

\_\_\_\_\_  
Wendell W. Young, III

\_\_\_\_\_  
Dewey V. Cannella

\_\_\_\_\_  
Edward C. Chew, III

\_\_\_\_\_  
Patrick Durning

\_\_\_\_\_  
Kevin Drew

\_\_\_\_\_  
Craig Hoffman

## Appendix A Actuarial Equivalents

The following sections provide the factors or basis that will be used for determining Actuarially Equivalent benefits, except as specified to the contrary in the Plan.

### 1. **Optional Forms and Equivalencies not Specified Below**

- (a) Life Expectancy - in accordance with the mortality rates set forth in the 1984 Unisex Pension Mortality Table with no setback in age for Participants and no setback in age for beneficiaries.
- (b) Interest - 7% per annum, compounded annually.

Notwithstanding any other Plan provisions to the contrary, with respect to distributions with Annuity Starting Dates on or after December 31, 2002 and prior to January 1, 2008, the applicable mortality table used for purposes of adjusting any benefit or limitation under Code Section 415(b)(2)(B), (C), or (D) shall be the Table prescribed in Rev. Rul. 2001-62. With respect to distributions with Annuity Starting Dates on or after January 1, 2008, the applicable mortality table shall be the table described in Article XIV.

### 2. **Single Sum Amounts**

The following factors shall be used to convert a single life annuity to an equivalent single-sum amount.

- (a) The single-sum amount will be the present value of the normal form of benefit payable at the Participant's Normal Retirement Date, as defined in the Plan. The value of subsidized early retirement benefits and optional forms of payment, including the qualified joint and survivor option, will be ignored in determining the amount of a single-sum amount.
- (b) Effective on or after January 1, 2008, for purposes of calculating the present value of benefits and for adjusting benefits or limitations under Code Section 415, the mortality assumption is based on the prescribed mortality table under Code Section 417(e)(3)(B) ("applicable mortality table"), and interest rate under Code Section 417(e)(3)(C), for the second calendar month preceding the Plan Year in which the distribution occurs ("applicable interest table").

The Code Section 417(e)(3)(C) "applicable interest rate" means the adjusted first, second and third segment rates similar to the rules of Code Section 430(h)(2)(C) using the transition rule that phases in the use of the segment rates such that for the 2008, 2009, 2010, 2011 and 2012 Plan Years, the "applicable interest rate" is a blend of the segment interest rate and the 30-year Treasury Rate based on the following applicable percentage:

Segment Rate		30-Year Treasury Rate
2008	20%	80%
2009	40%	60%

2010	60%	40%
2011	80%	20%
2012	100%	0%

- (c) Effective prior to January 1, 2008 but not prior to January 1, 1998, for purposes of calculating the present value of benefits, the following definitions shall apply. The “applicable interest rate” shall be the average yield on 30-year Treasury securities, as determined by Regulations or other Internal Revenue Service guidance for this purpose, during the second month preceding the Plan Year in which the distribution occurs. The “applicable mortality table” shall be that mortality table prescribed by the Secretary of the Treasury for purposes of adjusting benefits or limitation under Code Section 415(b)(2) and determining present value of Plan benefits under Code Section 417(e)(3).
- (d) Effective January 1, 1998, for purposes of calculating the present value of benefits, the following definitions shall apply. The “applicable interest rate” shall be the average yield on 30-year Treasury securities, as determined by Regulations or other Internal Revenue Service guidance for this purpose, during the second month preceding the plan year in which the distribution occurs. The “applicable mortality table” shall be that mortality table prescribed by the Secretary of the Treasury for purposes of adjusting benefits or limitation under Code Section 415(b)(2) and determining present value of plan benefits under Code Section 417(e)(3). Notwithstanding any other Plan provisions to the contrary, with respect to distributions with Annuity Starting Dates on or after December 31, 2002, the “applicable mortality table” for the reason set forth herein shall be the Table prescribed in Rev. Rul. 2001-62.
- (e) For periods prior to January 1, 1998, present value shall be calculated by using an interest rate not greater than the interest rate which would be used (as of the first day of the Plan Year in which the distribution occurs) by the Pension Benefit Guaranty Corporation for purposes of determining the present value of a lump sum distribution on termination.

**3. Annuity for Life with 120 Monthly Payments Guaranteed**

<u>Participant's Age Nearest Birthday</u>	<u>Factor</u>
48.....	0.9843
49.....	0.9826
50.....	0.9806
51.....	0.9785
52.....	0.9762
53.....	0.9736
54.....	0.9708
55.....	0.9677
56.....	0.9643
57.....	0.9604
58.....	0.9562
59.....	0.9514
60.....	0.9462

61.....	0.9404
62.....	0.9340
63.....	0.9270
64.....	0.9194
65.....	0.9111
66.....	0.9022
67.....	0.8928
68.....	0.8826
69.....	0.8715
70.....	0.8594
71.....	0.8463
72.....	0.8319
73.....	0.8163
74.....	0.7997
75.....	0.7819
76.....	0.7631
77.....	0.7434
78.....	0.7229
79.....	0.7014

**4. Joint and Survivor Options**

- (a) If payment is to be made in the form of a 50% joint and survivor annuity, the Pensioner’s monthly amount shall be a percentage of the full monthly amount otherwise payable as a Single Life Annuity (after adjustment, if any, for Early Retirement) as follows:
  - (1) If the pension is not a Disability Pension – the percentage shall be 93.0% plus 0.4% for each full year that the Qualified Spouse is older than the Participant and minus 0.4% for each full year that the Qualified Spouse is younger than the Participant.
  - (2) If the pension is a Disability Pension – the percentage shall be 83.5% plus 0.4% for each full year that the Qualified Spouse is older than the Participant and minus 0.4% for each full year that the Qualified Spouse is younger than the Participant.
  - (3) In no event is the percentage to be greater than 99%.
  - (4) The adjusted monthly amount of the Participant’s pension shall be rounded to the closest multiple of \$0.50. Adjustment made under this paragraph shall not apply to participants first entitled to commence benefits on or after October 1, 1995.
- (b) If payment is to be made in the form of a 100% joint and survivor annuity, the Pensioner’s monthly amount shall be a percentage of the full monthly amount otherwise payable as a Single Life Annuity (after adjustment, if any, for Early Retirement) as follows:
  - (1) If the pension is not a Disability Pension – the percentage shall be 87.0% plus 0.5% for each full year that the Qualified Spouse is older

than the Participant and minus 0.5% for each full year that the Qualified Spouse is younger than the Participant.

- (2) If the pension is a Disability Pension – the percentage shall be 72.0% plus 0.5% for each full year that the Qualified Spouse is older than the Participant and minus 0.5% for each full year that the Qualified Spouse is younger than the Participant.
  - (3) In no event is the percentage to be greater than 99%.
- (c) If payment is to be made in the form of a 75% joint and survivor annuity, the Pensioner's monthly amount shall be a percentage of the full monthly amount otherwise payable as a Single Life Annuity (after adjustment, if any, for Early Retirement) as follows:
- (1) If the pension is not a Disability Pension – the percentage shall be as provided in the following table.
  - (2) If the pension is a Disability Pension – the percentage shall be 76.0% plus 0.5% for each full year that the Qualified Spouse is older than the Participant and minus 0.5% for each full year that the Qualified Spouse is younger than the Participant.
  - (3) In no event is the percentage to be greater than 99%.

**Appendix B**  
**Accrued Benefits from Spawd, Inc. Defined Benefit Plan**

This Appendix B shall apply only to Participants who were participants in the Spawd, Inc. Defined Benefit Plan as of December 3, 1997, the date the accrued benefit (including the plan's assets) stated herein was transferred to this Plan.

1. **Spawd Plan Accrued Benefit** shall mean the monthly benefit commencing at Normal Retirement Age for each Participant in accordance with the following schedule:

Social Security Number	Monthly Accrued Benefit
xxx-xx-0905	\$201.52
xxx-xx-1522	42.10
xxx-xx-6657	121.63
xxx-xx-4738	13.92
xxx-xx-7320	14.29
xxx-xx-0248	121.84
xxx-xx-5813	5.72
xxx-xx-0072	68.38
xxx-xx-8162	17.16
xxx-xx-9244	172.48
xxx-xx-1038	30.26
xxx-xx-7448	147.52
xxx-xx-1983	50.42
xxx-xx-6739	22.88
xxx-xx-3774	228.16
xxx-xx-9214	91.61
xxx-xx-1363	29.25
xxx-xx-5861	11.63
xxx-xx-7214	191.52
xxx-xx-6209	24.45
xxx-xx-2804	47.20
xxx-xx-9153	113.86
xxx-xx-7307	26.54
xxx-xx-1732	100.00
xxx-xx-5560	11.11
xxx-xx-7425	24.70
xxx-xx-5767	338.91
xxx-xx-8028	96.56
xxx-xx-0221	24.73
xxx-xx-4491	\$ 24.22

<b>Social Security Number</b>	<b>Monthly Accrued Benefit</b>
xxx-xx-5408	37.50
xxx-xx-3944	8.04
xxx-xx-3936	45.51
xxx-xx-1422	25.00
xxx-xx-2558	418.44
xxx-xx-7208	73.03
xxx-xx-0917	169.90
xxx-xx-4928	24.34
xxx-xx-2603	42.00
xxx-xx-4179	48.52
xxx-xx-7128	7.69
xxx-xx-2878	35.97

A Participant shall have a 100% vested interest in his Spawd Plan Accrued Benefit.

**2. Deferred Vested Benefit**

A Participant who is vested in his Accrued Benefit shall receive a monthly benefit payable in the form of a Single Life Annuity in an amount equal to his vested Accrued Benefit plus his Spawd Plan Accrued Benefit. Benefit payments shall commence on his Normal Retirement Date.

A Participant who is entitled to a Deferred Vested Benefit may elect as his Annuity Starting Date the first day of any month following his termination of employment. Such election must be made no earlier than 90 days prior to the Annuity Starting Date elected by the Participant.

If a Participant satisfies the requirement for the commencement of benefits prior to the satisfaction of the requirements for Early Retirement as defined in Section 5.02 or 5.04, the amount of such pension shall be the Deferred Vested Benefit provided above reduced by five-ninths of one percent for each of the first 60 months and five-eighteenth of one percent for each of the next 60 months by which the commencement of payment precedes the Participant's Normal Retirement and thereafter actuarially reduced, based on an interest rate of 7.5% and the factors contained in the 1984 UP Table.

**3. Normal Retirement Pension**

The monthly amount of a Participant's Normal Retirement Benefit in the form of a Single Life Annuity shall be equal to the benefit determined in Section 4.01 plus the Spawd Plan Accrued Benefit.

**4. Late Retirement Benefits**

A Participant who remains in the employ of an Employer beyond his Normal Retirement Date shall be entitled to receive a benefit payable in the form of a

Single Life Annuity, commencing on his Late Retirement Date, equal to the greater of (a) or (b) below:

- (a) the Actuarial Equivalent of the Participant's Spawd Plan Accrued Benefit as of his Late Retirement Date; or
- (b) Participant's Accrued Benefit (including the Spawd Plan Accrued Benefit) as of his Late Retirement Date.

**5. Optional Forms**

- (a) Participants shall be entitled to elect a lump-sum payment in cash representing the Actuarial Equivalent of the Participant's Accrued Benefit under the Plan, including the Spawd Plan Accrued Benefit.
- (b) Solely with respect to the Spawd Plan Accrued Benefit, a Participant shall be entitled to elect one of the following optional forms of benefits in addition to any optional forms of benefits otherwise available under the Plan.
  - (1) Joint and Survivor Option with a monthly benefit paid during the lifetime of the Participant and either 50%, 75% or 100% of the monthly retirement benefit continuing after the Participant's death to a Contingent Annuitant or Spouse during the remaining lifetime of the Contingent Annuitant or Spouse. Contingent Annuitant for purposes of this section means a person designated by the Participant to receive a retirement allowance during his or her lifetime after the death of the Participant.
  - (2) Annuity for life with 180 monthly payment guaranteed.



**Appendix C**  
**Accrued Benefits from United Food and Commercial Workers Regional Pension Fund**

This Appendix C shall apply only to Participants who were participants in the following plans, which are part of the UFCW Regional Pension Fund (UFCW Regional Plan):

- (a) R&R Shop Rite Plan, and Collins Family Markets Plan as of May 1, 1997, the date the accrued benefit (including the plan's assets) stated herein was transferred to this Plan.
- (b) Brown's Superstores, Inc. (Wakefern Food) Pension Plan as of October 1, 1998, the date the accrued benefit (including the plan's assets) stated herein was transferred to this Plan.
- (c) Shop Rite Glazier, Inc. Plan as of October 1, 1999, the date the accrued benefit (including the plan's assets) stated herein was transferred to this Plan.

1. **UFCW Regional Plan Accrued Benefit** shall mean the monthly benefit commencing at Normal Retirement Age for each Participant in accordance with the following schedule:

SSN	Monthly Benefit	Annual Benefit
xxx-xx-7871	\$1.48	\$17.76
xxx-xx-6442	\$1.48	\$17.76
xxx-xx-5621	\$1.48	\$17.76
xxx-xx-3849	\$1.48	\$17.76
xxx-xx-1080	\$1.48	\$17.76
xxx-xx-1030	\$1.60	\$19.20
xxx-xx-2685	\$1.60	\$19.20
xxx-xx-2336	\$1.60	\$19.20
xxx-xx-9303	\$1.60	\$19.20
xxx-xx-6913	\$1.60	\$19.20
xxx-xx-3471	\$1.60	\$19.20
xxx-xx-3573	\$1.60	\$19.20
xxx-xx-5012	\$1.60	\$19.20
xxx-xx-9632	\$1.60	\$19.20
xxx-xx-9236	\$1.60	\$19.20
xxx-xx-6387	\$1.60	\$19.20
xxx-xx-3322	\$1.60	\$19.20
xxx-xx-7015	\$1.60	\$19.20
xxx-xx-8600	\$1.60	\$19.20
xxx-xx-0501	\$1.60	\$19.20
xxx-xx-0225	\$1.60	\$19.20

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-9765	\$1.60	\$19.20
xxx-xx-5590	\$1.60	\$19.20
xxx-xx-2220	\$1.60	\$19.20
xxx-xx-8231	\$1.60	\$19.20
xxx-xx-0256	\$1.60	\$19.20
xxx-xx-6574	\$1.60	\$19.20
xxx-xx-8489	\$1.60	\$19.20
xxx-xx-0608	\$1.60	\$19.20
xxx-xx-7400	\$1.60	\$19.20
xxx-xx-3403	\$1.60	\$19.20
xxx-xx-9184	\$1.60	\$19.20
xxx-xx-5447	\$1.60	\$19.20
xxx-xx-6491	\$1.60	\$19.20
xxx-xx-9332	\$1.60	\$19.20
xxx-xx-0707	\$1.60	\$19.20
xxx-xx-7740	\$1.60	\$19.20
xxx-xx-0890	\$1.60	\$19.20
xxx-xx-7786	\$1.60	\$19.20
xxx-xx-3982	\$1.60	\$19.20
xxx-xx-0120	\$1.60	\$19.20
xxx-xx-4233	\$1.60	\$19.20
xxx-xx-5029	\$1.60	\$19.20
xxx-xx-9278	\$1.60	\$19.20
xxx-xx-6201	\$1.60	\$19.20
xxx-xx-4802	\$1.60	\$19.20
xxx-xx-6120	\$1.60	\$19.20
xxx-xx-6539	\$1.60	\$19.20
xxx-xx-8532	\$1.60	\$19.20
xxx-xx-1585	\$1.60	\$19.20
xxx-xx-7611	\$1.60	\$19.20
xxx-xx-7783	\$1.60	\$19.20
xxx-xx-7350	\$1.60	\$19.20
xxx-xx-7623	\$1.60	\$19.20
xxx-xx-1324	\$1.60	\$19.20
xxx-xx-5739	\$1.60	\$19.20
xxx-xx-9684	\$1.60	\$19.20
xxx-xx-4958	\$1.60	\$19.20
xxx-xx-3094	\$1.60	\$19.20
xxx-xx-9567	\$1.60	\$19.20
xxx-xx-2213	\$1.60	\$19.20
xxx-xx-5855	\$1.60	\$19.20
xxx-xx-7186	\$1.60	\$19.20
xxx-xx-1575	\$1.60	\$19.20
xxx-xx-0430	\$1.60	\$19.20

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-9742	\$1.60	\$19.20
xxx-xx-6794	\$1.60	\$19.20
xxx-xx-9614	\$1.60	\$19.20
xxx-xx-0098	\$1.60	\$19.20
xxx-xx-2152	\$1.60	\$19.20
xxx-xx-9959	\$1.60	\$19.20
xxx-xx-0411	\$1.60	\$19.20
xxx-xx-7507	\$1.60	\$19.20
xxx-xx-6711	\$1.60	\$19.20
xxx-xx-6328	\$1.60	\$19.20
xxx-xx-8146	\$1.60	\$19.20
xxx-xx-5717	\$1.60	\$19.20
xxx-xx-2597	\$1.60	\$19.20
xxx-xx-4364	\$1.60	\$19.20
xxx-xx-8297	\$1.60	\$19.20
xxx-xx-5242	\$1.60	\$19.20
xxx-xx-2129	\$1.60	\$19.20
xxx-xx-6126	\$1.60	\$19.20
xxx-xx-4569	\$1.60	\$19.20
xxx-xx-1419	\$1.60	\$19.20
xxx-xx-2795	\$1.60	\$19.20
xxx-xx-7317	\$1.60	\$19.20
xxx-xx-5634	\$1.60	\$19.20
xxx-xx-5107	\$1.60	\$19.20
xxx-xx-3168	\$1.60	\$19.20
xxx-xx-0141	\$1.60	\$19.20
xxx-xx-5119	\$1.60	\$19.20
xxx-xx-3616	\$1.60	\$19.20
xxx-xx-0172	\$1.60	\$19.20
xxx-xx-9967	\$1.60	\$19.20
xxx-xx-8846	\$3.14	\$37.68
xxx-xx-6168	\$3.14	\$37.68
xxx-xx-3189	\$3.20	\$38.40
xxx-xx-1737	\$3.20	\$38.40
xxx-xx-6162	\$3.20	\$38.40
xxx-xx-4126	\$3.20	\$38.40
xxx-xx-2905	\$3.20	\$38.40
xxx-xx-3733	\$3.20	\$38.40
xxx-xx-6859	\$3.20	\$38.40
xxx-xx-8483	\$3.20	\$38.40
xxx-xx-3031	\$3.20	\$38.40
xxx-xx-3992	\$3.20	\$38.40
xxx-xx-6565	\$3.20	\$38.40
xxx-xx-1771	\$3.20	\$38.40

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-1851	\$3.20	\$38.40
xxx-xx-0328	\$3.20	\$38.40
xxx-xx-2731	\$3.20	\$38.40
xxx-xx-5794	\$3.20	\$38.40
xxx-xx-3491	\$3.20	\$38.40
xxx-xx-1165	\$3.20	\$38.40
xxx-xx-0793	\$3.20	\$38.40
xxx-xx-2421	\$3.20	\$38.40
xxx-xx-0331	\$3.20	\$38.40
xxx-xx-8817	\$3.20	\$38.40
xxx-xx-7902	\$3.20	\$38.40
xxx-xx-8740	\$3.40	\$40.80
xxx-xx-4207	\$3.40	\$40.80
xxx-xx-7863	\$3.40	\$40.80
xxx-xx-1097	\$3.40	\$40.80
xxx-xx-7953	\$3.40	\$40.80
xxx-xx-0868	\$3.40	\$40.80
xxx-xx-8140	\$3.40	\$40.80
xxx-xx-7775	\$3.40	\$40.80
xxx-xx-3925	\$3.40	\$40.80
xxx-xx-1805	\$3.40	\$40.80
xxx-xx-8631	\$3.40	\$40.80
xxx-xx-9495	\$3.40	\$40.80
xxx-xx-5193	\$3.40	\$40.80
xxx-xx-0881	\$3.40	\$40.80
xxx-xx-2350	\$3.40	\$40.80
xxx-xx-9552	\$3.40	\$40.80
xxx-xx-2809	\$3.40	\$40.80
xxx-xx-7982	\$3.40	\$40.80
xxx-xx-8967	\$3.40	\$40.80
xxx-xx-3857	\$3.40	\$40.80
xxx-xx-8489	\$3.40	\$40.80
xxx-xx-4104	\$3.40	\$40.80
xxx-xx-4457	\$3.40	\$40.80
xxx-xx-5384	\$3.40	\$40.80
xxx-xx-9265	\$3.40	\$40.80
xxx-xx-7756	\$3.40	\$40.80
xxx-xx-5325	\$3.40	\$40.80
xxx-xx-1903	\$3.40	\$40.80
xxx-xx-4633	\$3.40	\$40.80
xxx-xx-0233	\$3.40	\$40.80
xxx-xx-0504	\$3.40	\$40.80
xxx-xx-1789	\$3.40	\$40.80
xxx-xx-5815	\$3.40	\$40.80

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-4023	\$4.61	\$55.32
xxx-xx-1641	\$4.61	\$55.32
xxx-xx-9739	\$5.00	\$60.00
xxx-xx-1640	\$5.00	\$60.00
xxx-xx-3892	\$5.00	\$60.00
xxx-xx-3217	\$5.00	\$60.00
xxx-xx-3166	\$5.00	\$60.00
xxx-xx-8209	\$5.00	\$60.00
xxx-xx-2473	\$5.00	\$60.00
xxx-xx-5412	\$5.00	\$60.00
xxx-xx-6923	\$5.00	\$60.00
xxx-xx-2723	\$5.00	\$60.00
xxx-xx-4188	\$5.00	\$60.00
xxx-xx-5917	\$5.00	\$60.00
xxx-xx-8042	\$5.00	\$60.00
xxx-xx-8786	\$5.00	\$60.00
xxx-xx-2144	\$5.00	\$60.00
xxx-xx-6512	\$5.00	\$60.00
xxx-xx-4506	\$5.00	\$60.00
xxx-xx-6656	\$5.00	\$60.00
xxx-xx-0198	\$5.00	\$60.00
xxx-xx-3196	\$5.00	\$60.00
xxx-xx-2455	\$5.00	\$60.00
xxx-xx-2158	\$5.00	\$60.00
xxx-xx-2330	\$5.00	\$60.00
xxx-xx-7543	\$5.00	\$60.00
xxx-xx-3318	\$5.00	\$60.00
xxx-xx-8200	\$5.00	\$60.00
xxx-xx-9629	\$5.00	\$60.00
xxx-xx-6990	\$5.00	\$60.00
xxx-xx-9248	\$5.00	\$60.00
xxx-xx-4733	\$5.00	\$60.00
xxx-xx-5681	\$5.00	\$60.00
xxx-xx-6582	\$5.00	\$60.00
xxx-xx-1891	\$6.09	\$73.08
xxx-xx-2943	\$6.09	\$73.08
xxx-xx-3600	\$6.60	\$79.20
xxx-xx-7435	\$6.60	\$79.20
xxx-xx-2585	\$6.60	\$79.20
xxx-xx-2561	\$6.60	\$79.20
xxx-xx-6946	\$6.60	\$79.20
xxx-xx-7372	\$6.60	\$79.20
xxx-xx-3168	\$6.60	\$79.20
xxx-xx-2407	\$6.60	\$79.20

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-0770	\$6.60	\$79.20
xxx-xx-6694	\$6.60	\$79.20
xxx-xx-5229	\$6.60	\$79.20
xxx-xx-2870	\$6.60	\$79.20
xxx-xx-0395	\$6.60	\$79.20
xxx-xx-2675	\$6.60	\$79.20
xxx-xx-7011	\$6.60	\$79.20
xxx-xx-9984	\$6.60	\$79.20
xxx-xx-2207	\$6.60	\$79.20
xxx-xx-4796	\$6.60	\$79.20
xxx-xx-3026	\$6.60	\$79.20
xxx-xx-1134	\$6.60	\$79.20
xxx-xx-5601	\$6.60	\$79.20
xxx-xx-8162	\$6.60	\$79.20
xxx-xx-0268	\$6.60	\$79.20
xxx-xx-5093	\$6.60	\$79.20
xxx-xx-1342	\$6.60	\$79.20
xxx-xx-0168	\$6.60	\$79.20
xxx-xx-2070	\$6.60	\$79.20
xxx-xx-6619	\$6.60	\$79.20
xxx-xx-7091	\$6.60	\$79.20
xxx-xx-6456	\$6.60	\$79.20
xxx-xx-2126	\$6.80	\$81.60
xxx-xx-2273	\$6.80	\$81.60
xxx-xx-5775	\$6.80	\$81.60
xxx-xx-5401	\$6.80	\$81.60
xxx-xx-5879	\$6.80	\$81.60
xxx-xx-9251	\$6.80	\$81.60
xxx-xx--5604	\$6.80	\$81.60
xxx-xx-4925	\$8.40	\$100.80
xxx-xx-0848	\$8.40	\$100.80
xxx-xx-6671	\$8.40	\$100.80
xxx-xx-1846	\$8.40	\$100.80
xxx-xx-3965	\$8.40	\$100.80
xxx-xx-8615	\$8.40	\$100.80
xxx-xx-0558	\$8.40	\$100.80
xxx-xx-6405	\$8.40	\$100.80
xxx-xx-8907	\$8.40	\$100.80
xxx-xx-7730	\$8.40	\$100.80
xxx-xx-4467	\$8.40	\$100.80
xxx-xx-1944	\$8.40	\$100.80
xxx-xx-3113	\$8.40	\$100.80
xxx-xx-2677	\$8.40	\$100.80
xxx-xx-1563	\$8.40	\$100.80

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-8677	\$8.40	\$100.80
xxx-xx-3709	\$8.40	\$100.80
xxx-xx-0106	\$8.40	\$100.80
xxx-xx-3473	\$8.40	\$100.80
xxx-xx-1888	\$8.40	\$100.80
xxx-xx-9118	\$8.40	\$100.80
xxx-xx-8526	\$8.40	\$100.80
xxx-xx-2991	\$8.40	\$100.80
xxx-xx-0547	\$8.40	\$100.80
xxx-xx-5994	\$8.40	\$100.80
xxx-xx-2541	\$8.40	\$100.80
xxx-xx-5642	\$8.40	\$100.80
xxx-xx-2914	\$8.40	\$100.80
xxx-xx-6261	\$8.40	\$100.80
xxx-xx-7612	\$8.40	\$100.80
xxx-xx-3033	\$8.40	\$100.80
xxx-xx-2039	\$8.40	\$100.80
xxx-xx-1216	\$8.40	\$100.80
xxx-xx-5272	\$8.40	\$100.80
xxx-xx-5426	\$9.23	\$110.76
xxx-xx-3219	\$9.23	\$110.76
xxx-xx-9961	\$9.23	\$110.76
xxx-xx-0705	\$9.23	\$110.76
xxx-xx-2242	\$10.00	\$120.00
xxx-xx-0720	\$10.00	\$120.00
xxx-xx-5597	\$10.00	\$120.00
xxx-xx-6658	\$10.00	\$120.00
xxx-xx-0194	\$10.00	\$120.00
xxx-xx-6798	\$10.00	\$120.00
xxx-xx-6761	\$10.00	\$120.00
xxx-xx-0699	\$10.00	\$120.00
xxx-xx-4836	\$10.00	\$120.00
xxx-xx-7628	\$10.00	\$120.00
xxx-xx-4548	\$10.00	\$120.00
xxx-xx-7960	\$10.00	\$120.00
xxx-xx-2004	\$10.00	\$120.00
xxx-xx-3998	\$10.00	\$120.00
xxx-xx-0106	\$10.00	\$120.00
xxx-xx-2931	\$10.00	\$120.00
xxx-xx-4534	\$10.38	\$124.56
xxx-xx-7964	\$10.70	\$128.40
xxx-xx-7521	\$10.89	\$130.68
xxx-xx-4211	\$11.60	\$139.20
xxx-xx-6242	\$11.60	\$139.20

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-9578	\$11.60	\$139.20
xxx-xx-6859	\$11.60	\$139.20
xxx-xx-7975	\$11.60	\$139.20
xxx-xx-7827	\$11.60	\$139.20
xxx-xx-5482	\$11.60	\$139.20
xxx-xx-3722	\$11.60	\$139.20
xxx-xx-8484	\$11.60	\$139.20
xxx-xx-1936	\$11.60	\$139.20
xxx-xx-5707	\$11.60	\$139.20
xxx-xx-3056	\$11.60	\$139.20
xxx-xx-2884	\$11.80	\$141.60
xxx-xx-0926	\$12.18	\$146.16
xxx-xx-7501	\$12.36	\$148.32
xxx-xx-7170	\$12.36	\$148.32
xxx-xx-4007	\$12.36	\$148.32
xxx-xx-4836	\$13.20	\$158.40
xxx-xx-0982	\$13.20	\$158.40
xxx-xx-8299	\$13.20	\$158.40
xxx-xx-8609	\$13.20	\$158.40
xxx-xx-2498	\$13.20	\$158.40
xxx-xx-3235	\$13.20	\$158.40
xxx-xx-0104	\$13.20	\$158.40
xxx-xx-9092	\$13.40	\$160.80
xxx-xx-4020	\$13.40	\$160.80
xxx-xx-7002	\$13.40	\$160.80
xxx-xx-3981	\$13.40	\$160.80
xxx-xx-3796	\$13.40	\$160.80
xxx-xx-5604	\$13.40	\$160.80
xxx-xx-6982	\$13.40	\$160.80
xxx-xx-3492	\$13.40	\$160.80
xxx-xx-9210	\$13.40	\$160.80
xxx-xx-3386	\$13.40	\$160.80
xxx-xx-1079	\$13.40	\$160.80
xxx-xx-2075	\$13.40	\$160.80
xxx-xx-2853	\$13.40	\$160.80
xxx-xx-4688	\$13.40	\$160.80
xxx-xx-9723	\$13.40	\$160.80
xxx-xx-0424	\$13.40	\$160.80
xxx-xx-4466	\$13.84	\$166.08
xxx-xx-6585	\$13.84	\$166.08
xxx-xx-4845	\$15.00	\$180.00
xxx-xx-2906	\$15.00	\$180.00
xxx-xx-9565	\$15.00	\$180.00
xxx-xx-0814	\$15.00	\$180.00



<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-9860	\$15.00	\$180.00
xxx-xx-1506	\$15.00	\$180.00
xxx-xx-2080	\$15.00	\$180.00
xxx-xx-3891	\$15.00	\$180.00
xxx-xx-3789	\$15.00	\$180.00
xxx-xx-8390	\$15.00	\$180.00
xxx-xx-5493	\$15.00	\$180.00
xxx-xx-4353	\$15.00	\$180.00
xxx-xx-5483	\$15.00	\$180.00
xxx-xx-4016	\$15.00	\$180.00
xxx-xx-2408	\$15.00	\$180.00
xxx-xx-2694	\$15.00	\$180.00
xxx-xx-4305	\$15.00	\$180.00
xxx-xx-6466	\$15.00	\$180.00
xxx-xx-6411	\$15.00	\$180.00
xxx-xx-0812	\$15.00	\$180.00
xxx-xx-1646	\$15.00	\$180.00
xxx-xx-4018	\$15.00	\$180.00
xxx-xx-9296	\$15.00	\$180.00
xxx-xx-8986	\$15.31	\$183.72
xxx-xx-2259	\$15.31	\$183.72
xxx-xx-1582	\$15.31	\$183.72
xxx-xx-0697	\$15.31	\$183.72
xxx-xx-1516	\$16.60	\$199.20
xxx-xx-4435	\$16.60	\$199.20
xxx-xx-6668	\$16.60	\$199.20
xxx-xx-2716	\$16.60	\$199.20
xxx-xx-2585	\$16.60	\$199.20
xxx-xx-9963	\$16.60	\$199.20
xxx-xx-3176	\$16.80	\$201.60
xxx-xx-8237	\$16.80	\$201.60
xxx-xx-7808	\$16.80	\$201.60
xxx-xx-4368	\$16.97	\$203.64
xxx-xx-7463	\$18.40	\$220.80
xxx-xx-6959	\$18.40	\$220.80
xxx-xx-6937	\$18.40	\$220.80
xxx-xx-2052	\$18.40	\$220.80
xxx-xx-6389	\$18.40	\$220.80
xxx-xx-6840	\$18.40	\$220.80
xxx-xx-9531	\$18.40	\$220.80
xxx-xx-2833	\$18.40	\$220.80
xxx-xx-1902	\$18.40	\$220.80
xxx-xx-3682	\$18.40	\$220.80
xxx-xx-1970	\$18.40	\$220.80

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-5431	\$18.40	\$220.80
xxx-xx-5265	\$18.40	\$220.80
xxx-xx-3183	\$18.40	\$220.80
xxx-xx-8276	\$18.40	\$220.80
xxx-xx-9780	\$18.40	\$220.80
xxx-xx-5661	\$19.93	\$239.16
xxx-xx-8849	\$20.00	\$240.00
xxx-xx-2593	\$20.00	\$240.00
xxx-xx-4769	\$20.00	\$240.00
xxx-xx-5094	\$20.00	\$240.00
xxx-xx-6602	\$20.00	\$240.00
xxx-xx-1830	\$20.00	\$240.00
xxx-xx-1797	\$20.00	\$240.00
xxx-xx-5594	\$20.00	\$240.00
xxx-xx-4461	\$20.00	\$240.00
xxx-xx-0279	\$20.00	\$240.00
xxx-xx-2929	\$20.00	\$240.00
xxx-xx-5629	\$20.00	\$240.00
xxx-xx-4404	\$20.00	\$240.00
xxx-xx-1959	\$21.59	\$259.08
xxx-xx-9072	\$21.59	\$259.08
xxx-xx-7754	\$21.60	\$259.20
xxx-xx-2970	\$21.60	\$259.20
xxx-xx-7396	\$21.80	\$261.60
xxx-xx-6823	\$22.00	\$264.00
xxx-xx-1229	\$23.20	\$278.40
xxx-xx-4083	\$23.20	\$278.40
xxx-xx-4740	\$23.20	\$278.40
xxx-xx-9791	\$23.20	\$278.40
xxx-xx-6136	\$23.40	\$280.80
xxx-xx-6339	\$24.07	\$288.84
xxx-xx-4742	\$24.80	\$297.60
xxx-xx-3171	\$25.00	\$300.00
xxx-xx-0626	\$25.00	\$300.00
xxx-xx-5336	\$25.00	\$300.00
xxx-xx-4925	\$25.00	\$300.00
xxx-xx-9840	\$25.00	\$300.00
xxx-xx-2949	\$25.00	\$300.00
xxx-xx-0969	\$26.60	\$319.20
xxx-xx-4817	\$26.80	\$321.60
xxx-xx-5882	\$27.68	\$332.16
xxx-xx-0418	\$27.68	\$332.16
xxx-xx-2715	\$27.68	\$332.16
xxx-xx-9387	\$27.81	\$333.72

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-3306	\$27.81	\$333.72
xxx-xx-4428	\$27.81	\$333.72
xxx-xx-4779	\$27.81	\$333.72
xxx-xx-2594	\$28.40	\$340.80
xxx-xx-8677	\$28.40	\$340.80
xxx-xx-4988	\$28.40	\$340.80
xxx-xx-9544	\$28.40	\$340.80
xxx-xx-8144	\$28.40	\$340.80
xxx-xx-3885	\$28.40	\$340.80
xxx-xx-8193	\$28.40	\$340.80
xxx-xx-8392	\$28.40	\$340.80
xxx-xx-0948	\$28.40	\$340.80
xxx-xx-5147	\$28.40	\$340.80
xxx-xx-9532	\$28.40	\$340.80
xxx-xx-3855	\$28.40	\$340.80
xxx-xx-0710	\$28.40	\$340.80
xxx-xx-3753	\$28.40	\$340.80
xxx-xx-0892	\$28.40	\$340.80
xxx-xx-1585	\$28.40	\$340.80
xxx-xx-9699	\$28.40	\$340.80
xxx-xx-1391	\$28.40	\$340.80
xxx-xx-5472	\$28.40	\$340.80
xxx-xx-5525	\$28.40	\$340.80
xxx-xx-874	\$28.40	\$340.80
xxx-xx-3460	\$28.40	\$340.80
xxx-xx-6824	\$28.40	\$340.80
xxx-xx-5069	\$29.25	\$351.00
xxx-xx-0320	\$30.00	\$360.00
xxx-xx-7977	\$30.00	\$360.00
xxx-xx-7539	\$30.00	\$360.00
xxx-xx-2930	\$30.00	\$360.00
xxx-xx-8035	\$30.00	\$360.00
xxx-xx-5064	\$30.00	\$360.00
xxx-xx-9003	\$30.00	\$360.00
xxx-xx-7361	\$30.00	\$360.00
xxx-xx-2621	\$30.00	\$360.00
xxx-xx-8481	\$30.00	\$360.00
xxx-xx-1748	\$30.81	\$369.72
xxx-xx-3999	\$31.01	\$372.12
xxx-xx-2420	\$31.13	\$373.56
xxx-xx-3547	\$31.13	\$373.56
xxx-xx-6492	\$31.13	\$373.56
xxx-xx-2173	\$31.13	\$373.56
xxx-xx-9637	\$31.13	\$373.56

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-5418	\$31.60	\$379.20
xxx-xx-5936	\$31.60	\$379.20
xxx-xx-1539	\$31.60	\$379.20
xxx-xx-4933	\$31.60	\$379.20
xxx-xx-6529	\$31.60	\$379.20
xxx-xx-8557	\$31.60	\$379.20
xxx-xx-9986	\$31.60	\$379.20
xxx-xx-0596	\$31.60	\$379.20
xxx-xx-8326	\$31.60	\$379.20
xxx-xx-0836	\$31.60	\$379.20
xxx-xx-2703	\$31.60	\$379.20
xxx-xx-1215	\$31.80	\$381.60
xxx-xx-1796	\$31.80	\$381.60
xxx-xx-7891	\$33.20	\$398.40
xxx-xx-7238	\$33.20	\$398.40
xxx-xx-0200	\$33.40	\$400.80
xxx-xx-5630	\$33.40	\$400.80
xxx-xx-6199	\$33.40	\$400.80
xxx-xx-3909	\$33.93	\$407.16
xxx-xx-7024	\$35.00	\$420.00
xxx-xx-7572	\$35.69	\$428.28
xxx-xx-3234	\$35.69	\$428.28
xxx-xx-5279	\$36.40	\$436.80
xxx-xx-9349	\$36.60	\$439.20
xxx-xx-7906	\$36.60	\$439.20
xxx-xx-4702	\$36.60	\$439.20
xxx-xx-9769	\$36.60	\$439.20
xxx-xx-4842	\$36.80	\$441.60
xxx-xx-2263	\$36.80	\$441.60
xxx-xx-5894	\$36.80	\$441.60
xxx-xx-8376	\$36.80	\$441.60
xxx-xx-3444	\$36.80	\$441.60
xxx-xx-0673	\$37.25	\$447.00
xxx-xx-7787	\$37.44	\$449.28
xxx-xx-0890	\$38.18	\$458.16
xxx-xx-6450	\$38.40	\$460.80
xxx-xx-3861	\$38.40	\$460.80
xxx-xx-5348	\$38.40	\$460.80
xxx-xx-9192	\$38.40	\$460.80
xxx-xx-3677	\$38.40	\$460.80
xxx-xx-5275	\$38.40	\$460.80
xxx-xx-711	\$38.40	\$460.80
xxx-xx-2782	\$38.40	\$460.80
xxx-xx-4557	\$38.40	\$460.80

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-2506	\$38.40	\$460.80
xxx-xx-9419	\$38.40	\$460.80
xxx-xx-1742	\$38.40	\$460.80
xxx-xx-4469	\$38.40	\$460.80
xxx-xx-9780	\$39.00	\$468.00
xxx-xx-9982	\$39.00	\$468.00
xxx-xx-5313	\$39.00	\$468.00
xxx-xx-2322	\$40.00	\$480.00
xxx-xx-6283	\$40.00	\$480.00
xxx-xx-9711	\$40.00	\$480.00
xxx-xx-2358	\$40.00	\$480.00
xxx-xx-9398	\$40.36	\$484.32
xxx-xx-5501	\$41.50	\$498.00
xxx-xx-1981	\$41.51	\$498.12
xxx-xx-4662	\$41.60	\$499.20
xxx-xx-9941	\$41.60	\$499.20
xxx-xx-9865	\$41.60	\$499.20
xxx-xx--3381	\$41.60	\$499.20
xxx-xx-6233	\$41.60	\$499.20
xxx-xx-0306	\$41.60	\$499.20
xxx-xx-5198	\$41.80	\$501.60
xxx-xx-3078	\$41.80	\$501.60
xxx-xx-3696	\$42.12	\$505.44
xxx-xx-6400	\$42.32	\$507.84
xxx-xx-6825	\$43.20	\$518.40
xxx-xx-5665	\$43.20	\$518.40
xxx-xx-9093	\$43.40	\$520.80
xxx-xx-2933	\$43.88	\$526.56
xxx-xx-7062	\$43.88	\$526.56
xxx-xx-9189	\$44.65	\$535.80
xxx-xx-8479	\$44.80	\$537.60
xxx-xx-1908	\$45.00	\$540.00
xxx-xx-8837	\$45.00	\$540.00
xxx-xx-4390	\$45.00	\$540.00
xxx-xx-7839	\$45.00	\$540.00
xxx-xx-0169	\$45.00	\$540.00
xxx-xx-0797	\$45.00	\$540.00
xxx-xx-1500	\$45.00	\$540.00
xxx-xx-6416	\$45.00	\$540.00
xxx-xx-9809	\$45.44	\$545.28
xxx-xx-7149	\$45.44	\$545.28
xxx-xx-5644	\$45.98	\$551.76
xxx-xx--8420	\$46.13	\$553.56
xxx-xx-6722	\$46.13	\$553.56

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-8618	\$46.60	\$559.20
xxx-xx-5868	\$46.60	\$559.20
xxx-xx-2450	\$46.80	\$561.60
xxx-xx-4255	\$46.80	\$561.60
xxx-xx-5407	\$46.80	\$561.60
xxx-xx-7335	\$47.00	\$564.00
xxx-xx-5634	\$47.00	\$564.00
xxx-xx-0483	\$47.60	\$571.20
xxx-xx-7612	\$48.14	\$577.68
xxx-xx-7534	\$48.40	\$580.80
xxx-xx-9282	\$48.40	\$580.80
xxx-xx-6664	\$48.40	\$580.80
xxx-xx-2130	\$48.40	\$580.80
xxx-xx-3105	\$48.40	\$580.80
xxx-xx-6770	\$48.40	\$580.80
xxx-xx-6968	\$48.40	\$580.80
xxx-xx-6611	\$48.40	\$580.80
xxx-xx-5115	\$49.26	\$591.12
xxx-xx-6264	\$49.26	\$591.12
xxx-xx-2673	\$50.00	\$600.00
xxx-xx-5437	\$50.00	\$600.00
xxx-xx-7343	\$50.00	\$600.00
xxx-xx-8405	\$50.00	\$600.00
xxx-xx-8288	\$51.60	\$619.20
xxx-xx-2144	\$51.60	\$619.20
xxx-xx-4914	\$51.80	\$621.60
xxx-xx-0606	\$51.80	\$621.60
xxx-xx-3931	\$51.80	\$621.60
xxx-xx-1841	\$51.80	\$621.60
xxx-xx-1738	\$52.07	\$624.84
xxx-xx-5428	\$52.21	\$626.52
xxx-xx-1220	\$52.21	\$626.52
xxx-xx-4665	\$52.40	\$628.80
xxx-xx-4653	\$53.04	\$636.48
xxx-xx-4502	\$53.20	\$638.40
xxx-xx-8580	\$53.20	\$638.40
xxx-xx-5416	\$53.40	\$640.80
xxx-xx-2314	\$53.40	\$640.80
xxx-xx-4971	\$53.40	\$640.80
xxx-xx-3602	\$53.40	\$640.80
xxx-xx-2252	\$53.60	\$643.20
xxx-xx-4939	\$53.69	\$644.28
xxx-xx-9742	\$53.87	\$646.44
xxx-xx-5283	\$55.00	\$660.00

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-8549	\$55.00	\$660.00
xxx-xx-8742	\$55.00	\$660.00
xxx-xx-2669	\$55.00	\$660.00
xxx-xx-4763	\$55.00	\$660.00
xxx-xx-9680	\$55.19	\$662.28
xxx-xx-1595	\$55.19	\$662.28
xxx-xx-9873	\$55.20	\$662.40
xxx-xx-8657	\$55.81	\$669.72
xxx-xx-6925	\$56.40	\$676.80
xxx-xx-7701	\$56.60	\$679.20
xxx-xx-8655	\$56.60	\$679.20
xxx-xx-3480	\$56.80	\$681.60
xxx-xx-0448	\$56.80	\$681.60
xxx-xx-1385	\$56.80	\$681.60
xxx-xx-7527	\$56.83	\$681.96
xxx-xx-0859	\$57.01	\$684.12
xxx-xx-5428	\$58.40	\$700.80
xxx-xx-7845	\$58.40	\$700.80
xxx-xx-8163	\$58.40	\$700.80
xxx-xx-6073	\$58.40	\$700.80
xxx-xx-6894	\$58.40	\$700.80
xxx-xx-8525	\$58.49	\$701.88
xxx-xx-4361	\$58.50	\$702.00
xxx-xx-2817	\$59.96	\$719.52
xxx-xx-3290	\$60.00	\$720.00
xxx-xx-7069	\$60.00	\$720.00
xxx-xx-9843	\$60.00	\$720.00
xxx-xx-4884	\$60.00	\$720.00
xxx-xx-4108	\$60.00	\$720.00
xxx-xx-2538	\$60.00	\$720.00
xxx-xx-3777	\$60.00	\$720.00
xxx-xx-0863	\$60.06	\$720.72
xxx-xx-4685	\$61.60	\$739.20
xxx-xx-2564	\$61.60	\$739.20
xxx-xx-1529	\$61.60	\$739.20
xxx-xx-4034	\$61.60	\$739.20
xxx-xx-7292	\$61.60	\$739.20
xxx-xx-6341	\$61.60	\$739.20
xxx-xx-0212	\$62.25	\$747.00
xxx-xx-5765	\$63.10	\$757.20
xxx-xx-6123	\$63.38	\$760.56
xxx-xx-2928	\$63.38	\$760.56
xxx-xx-9209	\$63.40	\$760.80
xxx-xx-8314	\$63.40	\$760.80

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-3746	\$63.40	\$760.80
xxx-xx-6637	\$63.40	\$760.80
xxx-xx-2041	\$63.40	\$760.80
xxx-xx-8430	\$63.40	\$760.80
xxx-xx-4640	\$63.40	\$760.80
xxx-xx-1484	\$64.58	\$774.96
xxx-xx-8498	\$64.94	\$779.28
xxx-xx-2783	\$64.94	\$779.28
xxx-xx-9368	\$65.00	\$780.00
xxx-xx-3608	\$65.57	\$786.84
xxx-xx-3293	\$66.50	\$798.00
xxx-xx-0282	\$66.60	\$799.20
xxx-xx-2138	\$66.69	\$800.28
xxx-xx-7524	\$67.93	\$815.16
xxx-xx-2617	\$68.20	\$818.40
xxx-xx-4288	\$68.40	\$820.80
xxx-xx-8694	\$68.40	\$820.80
xxx-xx-0774	\$68.40	\$820.80
xxx-xx-1060	\$69.19	\$830.28
xxx-xx-5687	\$70.00	\$840.00
xxx-xx-8459	\$70.00	\$840.00
xxx-xx-1430	\$70.00	\$840.00
xxx-xx-3993	\$70.00	\$840.00
xxx-xx-362	\$70.00	\$840.00
xxx-xx-0149	\$70.00	\$840.00
xxx-xx-6942	\$70.00	\$840.00
xxx-xx-4537	\$70.00	\$840.00
xxx-xx-6388	\$70.00	\$840.00
xxx-xx-8619	\$70.66	\$847.92
xxx-xx-3997	\$70.66	\$847.92
xxx-xx-8192	\$70.66	\$847.92
xxx-xx-4611	\$71.37	\$856.44
xxx-xx-0374	\$71.37	\$856.44
xxx-xx-6738	\$71.57	\$858.84
xxx-xx-7234	\$71.57	\$858.84
xxx-xx-6481	\$71.60	\$859.20
xxx-xx-9756	\$73.13	\$877.56
xxx-xx-5832	\$73.13	\$877.56
xxx-xx-3808	\$74.69	\$896.28
xxx-xx-9194	\$74.80	\$897.60
xxx-xx-4087	\$74.80	\$897.60
xxx-xx-8039	\$75.00	\$900.00
xxx-xx-4609	\$75.00	\$900.00
xxx-xx-5096	\$75.46	\$905.52



<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-2489	\$75.95	\$911.40
xxx-xx-4283	\$76.44	\$917.28
xxx-xx-3391	\$76.80	\$921.60
xxx-xx-3061	\$76.94	\$923.28
xxx-xx-7463	\$78.00	\$936.00
xxx-xx-9754	\$78.40	\$940.80
xxx-xx-3415	\$79.56	\$954.72
xxx-xx-1852	\$79.76	\$957.12
xxx-xx-3260	\$80.00	\$960.00
xxx-xx-9591	\$80.00	\$960.00
xxx-xx-9155	\$80.00	\$960.00
xxx-xx-5807	\$80.07	\$960.84
xxx-xx-4578	\$80.07	\$960.84
xxx-xx-3615	\$81.12	\$973.44
xxx-xx-9504	\$81.32	\$975.84
xxx-xx-5738	\$81.32	\$975.84
xxx-xx-6655	\$82.68	\$992.16
xxx-xx-6492	\$82.88	\$994.56
xxx-xx-5207	\$82.88	\$994.56
xxx-xx-0840	\$82.88	\$994.56
xxx-xx-1042	\$83.20	\$998.40
xxx-xx-1755	\$84.44	\$1,013.28
xxx-xx-2230	\$84.63	\$1,015.56
xxx-xx-7459	\$86.00	\$1,032.00
xxx-xx-0790	\$86.60	\$1,039.20
xxx-xx-3074	\$87.64	\$1,051.68
xxx-xx-7975	\$87.75	\$1,053.00
xxx-xx-1261	\$87.75	\$1,053.00
xxx-xx-5257	\$88.40	\$1,060.80
xxx-xx-0046	\$89.11	\$1,069.32
xxx-xx-5668	\$89.31	\$1,071.72
xxx-xx-6716	\$89.31	\$1,071.72
xxx-xx-2643	\$89.64	\$1,075.68
xxx-xx-9965	\$89.64	\$1,075.68
xxx-xx-7608	\$90.00	\$1,080.00
xxx-xx-4918	\$90.00	\$1,080.00
xxx-xx-9785	\$90.00	\$1,080.00
xxx-xx-6155	\$90.00	\$1,080.00
xxx-xx-6390	\$90.00	\$1,080.00
xxx-xx-8464	\$90.77	\$1,089.24
xxx-xx-6241	\$90.77	\$1,089.24
xxx-xx-6319	\$90.87	\$1,090.44
xxx-xx-6347	\$90.87	\$1,090.44
xxx-xx-1324	\$91.60	\$1,099.20

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-1284	\$92.63	\$1,111.56
xxx-xx-3408	\$92.63	\$1,111.56
xxx-xx-2642	\$92.63	\$1,111.56
xxx-xx-5710	\$93.20	\$1,118.40
xxx-xx-1582	\$93.40	\$1,120.80
xxx-xx-1370	\$93.60	\$1,123.20
xxx-xx-7360	\$94.19	\$1,130.28
xxx-xx-9863	\$94.19	\$1,130.28
xxx-xx-9578	\$94.19	\$1,130.28
xxx-xx-7412	\$94.19	\$1,130.28
xxx-xx-1547	\$95.39	\$1,144.68
xxx-xx-8613	\$95.75	\$1,149.00
xxx-xx-8467	\$95.75	\$1,149.00
xxx-xx-3337	\$95.94	\$1,151.28
xxx-xx-6896	\$96.60	\$1,159.20
xxx-xx-2302	\$96.80	\$1,161.60
xxx-xx-5697	\$96.80	\$1,161.60
xxx-xx-7134	\$96.80	\$1,161.60
xxx-xx-2429	\$96.80	\$1,161.60
xxx-xx-2332	\$96.86	\$1,162.32
xxx-xx-5467	\$96.86	\$1,162.32
xxx-xx-6447	\$97.11	\$1,165.32
xxx-xx-8248	\$97.50	\$1,170.00
xxx-xx-8722	\$97.50	\$1,170.00
xxx-xx-9728	\$97.50	\$1,170.00
xxx-xx-4847	\$97.65	\$1,171.80
xxx-xx-7259	\$98.40	\$1,180.80
xxx-xx-1771	\$98.40	\$1,180.80
xxx-xx-9031	\$99.06	\$1,188.72
xxx-xx-1686	\$99.06	\$1,188.72
xxx-xx-7756	\$99.06	\$1,188.72
xxx-xx-5233	\$99.06	\$1,188.72
xxx-xx-0840	\$99.06	\$1,188.72
xxx-xx-4761	\$99.26	\$1,191.12
xxx-xx-5437	\$99.26	\$1,191.12
xxx-xx-6329	\$100.62	\$1,207.44
xxx-xx-3754	\$100.62	\$1,207.44
xxx-xx-0924	\$101.60	\$1,219.20
xxx-xx-3200	\$101.60	\$1,219.20
xxx-xx-5123	\$101.60	\$1,219.20
xxx-xx-0751	\$101.60	\$1,219.20
xxx-xx-6665	\$102.38	\$1,228.56
xxx-xx-5457	\$103.94	\$1,247.28
xxx-xx-8358	\$103.94	\$1,247.28

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-7569	\$104.05	\$1,248.60
xxx-xx-1532	\$105.00	\$1,260.00
xxx-xx-6878	\$105.00	\$1,260.00
xxx-xx-6198	\$105.69	\$1,268.28
xxx-xx-4690	\$106.60	\$1,279.20
xxx-xx-5070	\$106.80	\$1,281.60
xxx-xx-4988	\$107.06	\$1,284.72
xxx-xx-0515	\$107.25	\$1,287.00
xxx-xx-1131	\$107.25	\$1,287.00
xxx-xx-3126	\$107.75	\$1,293.00
xxx-xx-1156	\$107.88	\$1,294.56
xxx-xx-0706	\$108.40	\$1,300.80
xxx-xx-8137	\$108.40	\$1,300.80
xxx-xx-2479	\$108.81	\$1,305.72
xxx-xx-1444	\$109.22	\$1,310.64
xxx-xx-9567	\$109.80	\$1,317.60
xxx-xx-7934	\$110.00	\$1,320.00
xxx-xx-8347	\$110.37	\$1,324.44
xxx-xx-9431	\$110.37	\$1,324.44
xxx-xx-6376	\$110.37	\$1,324.44
xxx-xx-6717	\$111.60	\$1,339.20
xxx-xx-7415	\$111.93	\$1,343.16
xxx-xx-0513	\$112.13	\$1,345.56
xxx-xx-8896	\$112.13	\$1,345.56
xxx-xx-5264	\$112.13	\$1,345.56
xxx-xx-7247	\$112.13	\$1,345.56
xxx-xx-8141	\$112.33	\$1,347.96
xxx-xx-6355	\$113.20	\$1,358.40
xxx-xx-8357	\$113.20	\$1,358.40
xxx-xx-4965	\$113.69	\$1,364.28
xxx-xx-8295	\$113.69	\$1,364.28
xxx-xx-7437	\$113.88	\$1,366.56
xxx-xx-2547	\$114.76	\$1,377.12
xxx-xx-5232	\$115.00	\$1,380.00
xxx-xx-7057	\$115.00	\$1,380.00
xxx-xx-9348	\$115.44	\$1,385.28
xxx-xx-2419	\$116.60	\$1,399.20
xxx-xx-6704	\$116.80	\$1,401.60
xxx-xx-6191	\$116.80	\$1,401.60
xxx-xx-0306	\$117.00	\$1,404.00
xxx-xx-4022	\$117.45	\$1,409.40
xxx-xx-6973	\$117.50	\$1,410.00
xxx-xx-5431	\$117.63	\$1,411.56
xxx-xx-6966	\$118.26	\$1,419.12

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-3134	\$118.26	\$1,419.12
xxx-xx-9219	\$118.40	\$1,420.80
xxx-xx-2872	\$118.40	\$1,420.80
xxx-xx-2927	\$119.80	\$1,437.60
xxx-xx-8358	\$120.00	\$1,440.00
xxx-xx-3720	\$120.00	\$1,440.00
xxx-xx-9296	\$120.00	\$1,440.00
xxx-xx-0395	\$120.00	\$1,440.00
xxx-xx-341	\$120.00	\$1,440.00
xxx-xx-2009	\$121.60	\$1,459.20
xxx-xx-6535	\$122.88	\$1,474.56
xxx-xx-9531	\$123.20	\$1,478.40
xxx-xx-6882	\$123.20	\$1,478.40
xxx-xx-4688	\$123.20	\$1,478.40
xxx-xx-3939	\$123.20	\$1,478.40
xxx-xx-6429	\$123.44	\$1,481.28
xxx-xx-6134	\$123.44	\$1,481.28
xxx-xx-9743	\$123.44	\$1,481.28
xxx-xx-9683	\$124.22	\$1,490.64
xxx-xx-1159	\$124.50	\$1,494.00
xxx-xx-1641	\$124.54	\$1,494.48
xxx-xx-7648	\$125.00	\$1,500.00
xxx-xx-4120	\$125.00	\$1,500.00
xxx-xx-6819	\$125.00	\$1,500.00
xxx-xx-0686	\$126.60	\$1,519.20
xxx-xx-1352	\$126.75	\$1,521.00
xxx-xx-9925	\$126.80	\$1,521.60
xxx-xx-4665	\$126.80	\$1,521.60
xxx-xx-1030	\$127.73	\$1,532.76
xxx-xx-4169	\$128.31	\$1,539.72
xxx-xx-3169	\$128.31	\$1,539.72
xxx-xx-5073	\$128.31	\$1,539.72
xxx-xx-3564	\$128.31	\$1,539.72
xxx-xx-3189	\$128.31	\$1,539.72
xxx-xx-5260	\$128.31	\$1,539.72
xxx-xx-7694	\$128.40	\$1,540.80
xxx-xx-2075	\$129.15	\$1,549.80
xxx-xx-4656	\$129.15	\$1,549.80
xxx-xx-5703	\$130.00	\$1,560.00
xxx-xx-4184	\$130.00	\$1,560.00
xxx-xx-0624	\$130.00	\$1,560.00
xxx-xx-7797	\$130.70	\$1,568.40
xxx-xx-8968	\$131.14	\$1,573.68
xxx-xx-3864	\$131.26	\$1,575.12

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-2290	\$131.43	\$1,577.16
xxx-xx-8189	\$131.56	\$1,578.72
xxx-xx-7209	\$131.60	\$1,579.20
xxx-xx-7170	\$132.29	\$1,587.48
xxx-xx-7633	\$133.20	\$1,598.40
xxx-xx-6233	\$133.40	\$1,600.80
xxx-xx-7551	\$133.76	\$1,605.12
xxx-xx-2019	\$133.76	\$1,605.12
xxx-xx-0129	\$134.75	\$1,617.00
xxx-xx-0189	\$134.88	\$1,618.56
xxx-xx-9309	\$135.00	\$1,620.00
xxx-xx-2252	\$136.44	\$1,637.28
xxx-xx-0387	\$136.50	\$1,638.00
xxx-xx-2782	\$136.50	\$1,638.00
xxx-xx-6798	\$136.50	\$1,638.00
xxx-xx-4765	\$136.80	\$1,641.60
xxx-xx-0793	\$136.80	\$1,641.60
xxx-xx-9338	\$138.20	\$1,658.40
xxx-xx-0869	\$138.58	\$1,662.96
xxx-xx-9877	\$139.60	\$1,675.20
xxx-xx-8560	\$139.62	\$1,675.44
xxx-xx-0281	\$139.62	\$1,675.44
xxx-xx-5041	\$140.00	\$1,680.00
xxx-xx-1902	\$140.00	\$1,680.00
xxx-xx-5989	\$140.37	\$1,684.44
xxx-xx-4546	\$140.69	\$1,688.28
xxx-xx-5113	\$141.38	\$1,696.56
xxx-xx-7600	\$141.38	\$1,696.56
xxx-xx-5790	\$141.93	\$1,703.16
xxx-xx-0890	\$142.12	\$1,705.44
xxx-xx-6310	\$144.00	\$1,728.00
xxx-xx-1012	\$145.24	\$1,742.88
xxx-xx-7895	\$145.25	\$1,743.00
xxx-xx-2843	\$145.28	\$1,743.36
xxx-xx-4300	\$146.60	\$1,759.20
xxx-xx-3330	\$147.81	\$1,773.72
xxx-xx-2953	\$147.81	\$1,773.72
xxx-xx-6751	\$148.40	\$1,780.80
xxx-xx-8112	\$148.40	\$1,780.80
xxx-xx-4998	\$150.00	\$1,800.00
xxx-xx-5618	\$150.00	\$1,800.00
xxx-xx-3178	\$150.00	\$1,800.00
xxx-xx-7608	\$150.00	\$1,800.00
xxx-xx-7954	\$151.13	\$1,813.56

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-7659	\$151.80	\$1,821.60
xxx-xx-0983	\$151.89	\$1,822.68
xxx-xx-2764	\$152.31	\$1,827.72
xxx-xx-0081	\$153.60	\$1,843.20
xxx-xx-5175	\$155.00	\$1,860.00
xxx-xx-8387	\$155.00	\$1,860.00
xxx-xx-7569	\$156.80	\$1,881.60
xxx-xx-0411	\$157.20	\$1,886.40
xxx-xx-7883	\$158.40	\$1,900.80
xxx-xx-8414	\$158.95	\$1,907.40
xxx-xx-6307	\$158.95	\$1,907.40
xxx-xx-1738	\$160.00	\$1,920.00
xxx-xx-1255	\$160.00	\$1,920.00
xxx-xx-3509	\$160.00	\$1,920.00
xxx-xx-9223	\$160.74	\$1,928.88
xxx-xx-1965	\$163.40	\$1,960.80
xxx-xx-1414	\$165.00	\$1,980.00
xxx-xx-9271	\$167.02	\$2,004.24
xxx-xx-3743	\$167.03	\$2,004.36
xxx-xx-6949	\$168.40	\$2,020.80
xxx-xx-9902	\$169.00	\$2,028.00
xxx-xx-8798	\$169.18	\$2,030.16
xxx-xx-6397	\$170.00	\$2,040.00
xxx-xx-3137	\$170.00	\$2,040.00
xxx-xx-0952	\$170.00	\$2,040.00
xxx-xx-8104	\$170.00	\$2,040.00
xxx-xx-0153	\$170.00	\$2,040.00
xxx-xx-3262	\$170.33	\$2,043.96
xxx-xx-7309	\$171.03	\$2,052.36
xxx-xx-5788	\$173.06	\$2,076.72
xxx-xx-9403	\$173.06	\$2,076.72
xxx-xx-2313	\$176.60	\$2,119.20
xxx-xx-4671	\$180.00	\$2,160.00
xxx-xx-6491	\$180.00	\$2,160.00
xxx-xx-8695	\$183.43	\$2,201.16
xxx-xx-1419	\$183.43	\$2,201.16
xxx-xx-4473	\$186.75	\$2,241.00
xxx-xx-9839	\$186.80	\$2,241.60
xxx-xx-3532	\$190.00	\$2,280.00
xxx-xx-1940	\$190.07	\$2,280.84
xxx-xx-2196	\$190.49	\$2,285.88
xxx-xx-4899	\$190.49	\$2,285.88
xxx-xx-3935	\$191.31	\$2,295.72
xxx-xx-6191	\$193.39	\$2,320.68

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-7565	\$194.22	\$2,330.64
xxx-xx-2915	\$196.71	\$2,360.52
xxx-xx-6421	\$196.80	\$2,361.60
xxx-xx-2167	\$198.32	\$2,379.84
xxx-xx-7215	\$200.45	\$2,405.40
xxx-xx-4503	\$203.77	\$2,445.24
xxx-xx-1832	\$206.67	\$2,480.04
xxx-xx-9577	\$207.50	\$2,490.00
xxx-xx-6992	\$207.50	\$2,490.00
xxx-xx-2802	\$210.82	\$2,529.84
xxx-xx-0105	\$210.82	\$2,529.84
xxx-xx-3342	\$211.24	\$2,534.88
xxx-xx-3509	\$211.24	\$2,534.88
xxx-xx-5038	\$213.01	\$2,556.12
xxx-xx-7710	\$214.56	\$2,574.72
xxx-xx-3444	\$224.52	\$2,694.24
xxx-xx-6093	\$224.93	\$2,699.16
xxx-xx-8426	\$224.93	\$2,699.16
xxx-xx-8530	\$227.84	\$2,734.08
xxx-xx-9011	\$228.25	\$2,739.00
xxx-xx-1661	\$228.25	\$2,739.00
xxx-xx-8954	\$231.04	\$2,772.48
xxx-xx-4134	\$234.40	\$2,812.80
xxx-xx-6985	\$234.57	\$2,814.84
xxx-xx-5314	\$235.31	\$2,823.72
xxx-xx-1159	\$235.31	\$2,823.72
xxx-xx-7191	\$235.80	\$2,829.60
xxx-xx-2189	\$238.63	\$2,863.56
xxx-xx-6678	\$238.63	\$2,863.56
xxx-xx-8059	\$238.63	\$2,863.56
xxx-xx-9945	\$239.24	\$2,870.88
xxx-xx-2281	\$239.85	\$2,878.20
xxx-xx-4978	\$241.95	\$2,903.40
xxx-xx-9564	\$242.60	\$2,911.20
xxx-xx-1255	\$245.68	\$2,948.16
xxx-xx-9810	\$249.00	\$2,988.00
xxx-xx-4471	\$249.00	\$2,988.00
xxx-xx-7185	\$249.00	\$2,988.00
xxx-xx-4894	\$249.00	\$2,988.00
xxx-xx-8596	\$249.00	\$2,988.00
xxx-xx-6825	\$252.00	\$3,024.00
xxx-xx-2527	\$252.32	\$3,027.84
xxx-xx-2289	\$252.32	\$3,027.84
xxx-xx-5521	\$252.32	\$3,027.84

<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-3491	\$252.32	\$3,027.84
xxx-xx-6720	\$263.11	\$3,157.32
xxx-xx-8580	\$263.11	\$3,157.32
xxx-xx-6555	\$265.28	\$3,183.36
xxx-xx-0717	\$266.02	\$3,192.24
xxx-xx-4658	\$266.02	\$3,192.24
xxx-xx-6293	\$266.02	\$3,192.24
xxx-xx-0685	\$269.75	\$3,237.00
xxx-xx-2133	\$270.20	\$3,242.40
xxx-xx-9573	\$271.96	\$3,263.52
xxx-xx-7353	\$275.10	\$3,301.20
xxx-xx-0677	\$276.81	\$3,321.72
xxx-xx-8926	\$281.78	\$3,381.36
xxx-xx-9824	\$283.45	\$3,401.40
xxx-xx-8016	\$286.77	\$3,441.24
xxx-xx-5665	\$286.77	\$3,441.24
xxx-xx-2394	\$286.98	\$3,443.76
xxx-xx-3521	\$287.67	\$3,452.04
xxx-xx-9928	\$288.46	\$3,461.52
xxx-xx-6881	\$293.20	\$3,518.40
xxx-xx-3505	\$293.82	\$3,525.84
xxx-xx-3650	\$293.82	\$3,525.84
xxx-xx-2589	\$296.52	\$3,558.24
xxx-xx-2326	\$297.56	\$3,570.72
xxx-xx-5616	\$297.56	\$3,570.72
xxx-xx-3205	\$301.29	\$3,615.48
xxx-xx-4362	\$301.43	\$3,617.16
xxx-xx-1425	\$304.20	\$3,650.40
xxx-xx-8650	\$307.93	\$3,695.16
xxx-xx-1884	\$307.93	\$3,695.16
xxx-xx-6292	\$311.25	\$3,735.00
xxx-xx-9699	\$311.25	\$3,735.00
xxx-xx-3564	\$311.26	\$3,735.12
xxx-xx-4154	\$314.40	\$3,772.80
xxx-xx-4120	\$314.79	\$3,777.48
xxx-xx-3868	\$315.97	\$3,791.64
xxx-xx-8882	\$316.70	\$3,800.40
xxx-xx-1788	\$320.00	\$3,840.00
xxx-xx-8843	\$321.63	\$3,859.56
xxx-xx-4056	\$321.63	\$3,859.56
xxx-xx-0102	\$349.02	\$4,188.24
xxx-xx-2935	\$349.43	\$4,193.16
xxx-xx-1209	\$352.34	\$4,228.08
xxx-xx-4663	\$354.00	\$4,248.00



<b>SSN</b>	<b>Monthly Benefit</b>	<b>Annual Benefit</b>
xxx-xx-1476	\$357.24	\$4,286.88
xxx-xx-5129	\$363.13	\$4,357.56
xxx-xx-8438	\$366.45	\$4,397.40
xxx-xx-2504	\$366.45	\$4,397.40
xxx-xx-4472	\$370.60	\$4,447.20
xxx-xx-3211	\$376.82	\$4,521.84
xxx-xx-0660	\$380.14	\$4,561.68
xxx-xx-7459	\$390.93	\$4,691.16
xxx-xx-6164	\$394.25	\$4,731.00
xxx-xx-8021	\$394.25	\$4,731.00
xxx-xx-6164	\$397.57	\$4,770.84
xxx-xx-1951	\$401.31	\$4,815.72
xxx-xx-9500	\$476.01	\$5,712.12
xxx-xx-6717	\$528.71	\$6,344.52
xxx-xx-0989	\$532.45	\$6,389.40
xxx-xx-0990	\$566.89	\$6,802.68

2. **Accrued Benefit** means the monthly benefit commencing at Normal retirement Age that has been earned by a Participant according to the benefit formula in effect at the date of termination of employment as determined under Section 4.01 plus the UFCW Regional Accrued Benefit.

3. **Years of Future Service**

For purposes of determining eligibility for benefits and vesting, future service under the UFCW Regional Plan shall be recognized by the Plan.

4. **Optional Forms**

A Participant who was a Participant prior to October 1, 1985, may elect the following optional form in addition to any optional forms of benefits otherwise available under the Plan with respect to the UFCW Regional Accrued Benefit.

Annuity for life with 60 or 36 monthly payments guaranteed.

5. **Actuarial Equivalent**

Notwithstanding anything contained herein to the contrary, for distributions occurring within the one-year period beginning on the earlier of the date of adoption of this restatement or January 1, 2000, “applicable interest rate” shall be the average yield on 30- year Treasury securities, as determined by Regulation or other Internal Revenue Service guidance for this purpose, during the second month preceding the Plan Year in which the distribution occurs or second month preceding the month in which the distribution occurs whichever relustsd in the greater payment.

Notwithstanding the above, with respect to distributions with Annuity Starting Dates that are on or after January 1, 2000 but prior to the date of adoption of

this restatement, the distribution shall be the greater of the amount that would be determined under the Plan without regard to the amendment and the amount determined under the Plan with regard to the amendment.